30-327

AGREED RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1888.

No. 201.

RUFUS P. SPALDING, SAMUEL H. ALLEN, EDWIN D. DEXTER, BENNETT R. ALLEN, AND HERMAN R. COFFIN, EXECUTORS OF WILLIAM S. PIERSON, DECEASED, PLAINTIFFS IN ERROR,

vs

THE CITY OF WATERTOWN.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF WISCONSIN.

RECORD FILED OCTOBER 9, 1885.
AGREED RECORD FILED OCTOBER 20, 1888.

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JUDD & DETWEILER, PRINTERS, WASHINGTON, OCTOBER 20, 1888.

1 In the Supreme Court of the United States.

RUFUS P. SPALDING, SAMUEL H. ALLEN, EDWIN D. DEXTER, Bennett R. Allen, & Herman R. Coffin, as Executors of the Last Will and Testament of William S. Pierson, Deceased, Plaintiffs in Error,
vs.
THE CITY OF WATERTOWN, Defendant in Error.
} No. 201.

It is stipulated and agreed by and between the parties to the above cause that the clerk of this Court need not print the whole record, but shall print in lieu thereof the following abstract, which is hereby stipulated to be a true and correct abstract of the record, and to contain what is necessary to be considered on the hearing of this case.

FINCHES, LYNDE & MILLER,
Attorneys for Plaintiffs in Error.
DANIEL HALL,
Attorney for Defendant in Error.

2 In the Supreme Court of the United States.

RUFUS P. SPALDING, SAMUEL H. ALLEN, EDWIN D. DEXTER, BENNETT R. Allen, & Herman R. Coffin, as Executors of the Last Will and Testament of William S. Pierson, Deceased, Plaintiffs in Error,

vs.

CITY OF WATERTOWN, Defendant in Error.

On the 19th day of June, 1883, a bond was filed and a præcipe for summons was filed in the suit of Rufus P. Spalding, Samuel H. Allen, Edwin D. Dexter, Bennett R. Allen, and Herman R. Coffin, as plaintiffs, against The City of Watertown. The præcipe is as follows:

Præcipe for a Summons.

The clerk will issue a summons for money demand for the sum of five thousand dollars, together with interest on three thousand dollars thereof from and since January 1st, 1877, at 7 per cent. per annum, and also with interest on $120 thereof from and since July 1st, 1873, at 7 per cent. per annum, and also with interest on $120 thereof from and since January 1st, 1874, at 7 per cent. per annum, and also with interest on $120 thereof from and since July 1st, 1874, at 7 per cent. per annum, and also with interest on $120 thereof from and since January 1st, 1875, at 7 per cent. per annum, and also with interest on $120 thereof from and since July 1st, 1875, at 7 per cent. per annum, and also with interest on $120 thereof from and since January 1st, 1876, at 7 per cent. per annum, and also with interest on $120 thereof from and since July 1st, 1876, at 7 per cent.

per annum, together with costs and disbursements, and make the same returnable according to law.

FINCHES, LYNDE AND MILLER,
Plaintiffs' Attorneys.

P. O. address, 102 Wisconsin street, Milwaukee, Wis.

On the same day summons was issued in the following form:

3 *Summons.*

The President of the United States of America to the said defendant:

You are hereby summoned to appear within twenty days after the service of this summons, exclusive of the day of service, and defend the above-entitled action in the court aforesaid; and in case of your failure so to do judgment will be rendered against you according to the demand of the complaint, which will be filed in the office of the clerk of this court at Madison, Wisconsin; and you are also required to file your answer in said action in the office of the clerk of this court, at the city of Madison, within the time above specified.

The marshal of said district is hereby commanded to serve this summons and make due return thereto.

Witness the Hon. Morrison R. Waite, Chief Justice of the Supreme Court of the United States, at the city of Madison, in the said western district of Wisconsin, this 19th day of June, in the year of our Lord one thousand eight hundred and eighty-three, and of the Independence of the United States the one hundredth and seventh.

[SEAL.] F. M. STEWART, *Clerk.*

FINCHES, LYNDE & MILLER,
Plaintiffs' Attorneys.

P. O. Address, 102 Wisconsin street, Milwaukee, Wis.

The marshal served the same and made the following return of service:

Marshal's Return.

Served the annexed summons on the City of Watertown by delivering a copy thereof to Henry Bieber, city clerk, and also a copy thereof to Chas. H. Gardner, city attorney, and a copy thereof on Fred. Kusel, the last elected chairman of the board of street commissioners of said city, this 26th day of June, 1883, the office of mayor of said city being vacant and there being no president of the common council nor presiding officer thereof in office.

F. W. OAKLEY, *Marshal,*
By W. S. MAIN, *Deputy.*

4 The following complaint was filed on the 1st day of August, 1883:

Abstract of Complaint.

Rufus P. Spalding, Samuel H. Allen, Edwin D. Dexter, Bennett R. Allen, Herman R. Coffin, executors of the last will and testament of William S. Pierson, deceased, the plaintiffs above named, complaining of the City of Watertown, the above-named defendant, respectfully show to the court, in this their complaint, and allege as follows, to wit:

First. That the said plaintiff, Rufus P. Spalding, was at all the times hereinafter mentioned and still is a resident and citizen of the State of Ohio; that the said plaintiffs, Samuel H. Allen, Edwin D. Dexter, Bennett R. Allen, and Herman R. Coffin, were at all the times hereinafter mentioned and still are residents and citizens of the State of Connecticut.

Second. That the above-named defendant, The City of Watertown, at the time of the issuing of the obligations hereinafter mentioned was and ever since has been and now is a corporation municipal, duly created and organized under and by virtue of the laws of the State of Wisconsin and existing in said State and under the laws thereof, and that the same was by the laws of said State duly and fully authorized and empowered to issue the obligations hereinafter set forth and to bind itself thereby.

Third. That said defendant, The City of Watertown, on the first day of June, 1856 ('56), made, executed under seal, issued, and delivered in full conformity to law its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

No. 184. UNITED STATES OF AMERICA. $1,000.

STATE OF WISCONSIN, *City of Watertown.*

Issued to aid in the construction of the Watertown and Madison R. R.

Know all men by these presents that the City of Watertown is justly indebted unto and promises to pay Wm. B. Hibbard or bearer the sum of one thousand dollars on the first day of Jan'y, A. D. 1877, at the Bank of North America, in the city of New York, together with interest thereon at the rate of eight per cent. per annum, payable semi-annually, on presentation and surrender of the annexed interest warrants or coupons at said bank. For the payment of principal and interest the faith and credit of said city of Watertown are inviolably and irrevocably pledged.

This bond is one of a series of two hundred, of the same amount, tenor, and date, issued in conformity with an act of the Legislative Assembly of Wisconsin and ordinances of the city of Watertown.

In witness whereof the common council of the city of Watertown hath hereunto caused to be affixed the corporate seal of said city and these presents to be signed by the mayor and countersigned by the

clerk of the common council of said city the first day of June, A. D. 1856.

[Seal of the City of Watertown.]

WM. CHAPPELL, *Mayor.*
SAM'L BAIRD, *Clerk.*

5 (Here follow two other bonds of like tenor and date, except numbered 185 & 186.)

Sixth. That after said bonds, with the coupons thereto annexed, had been issued in full conformity to law, and before the maturity thereof, one William S. Pierson (since deceased) purchased said above bonds, with such coupons annexed thereto as are hereinafter specifically set forth, for value, and became the owner thereof.

Seventh. That on the 18th day of April, 1879, said William S. Pierson died, having first made his last will and testament, wherein he appointed said plaintiffs, Rufus P. Spalding, Samuel H. Allen, Edwin D. Dexter, Bennett R. Allen, Herman R. Coffin, executors thereof.

Eighth. That said last will and testament of William S. Pierson, deceased, was duly proved and admitted to probate in the probate court, Windsor district, Hartford county, State of Connecticut, on the 28th day of April, 1879, and thereupon these plaintiffs, Rufus P. Spalding, Samuel H. Allison, Edwin D. Dexter, Bennett R. Allen, Herman R. Coffin, entered upon their duties as such executors under said will in accordance with the laws of the State of Connecticut, and ever since such time have been and still are the legally acting executors of the last will and testament of said William S. Pierson, deceased.

Ninth. That according to the laws of the State of Connecticut the persons named as executors in a will become the executors thereof by the proof of the will in probate and the admission of the same, without the issuance of any letters testamentary.

Tenth. That heretofore, to wit, on the 19th day of June, 1883, a copy of the will of the said William S. Pierson, deceased, with the probate thereof annexed, as required by the laws of Connecticut, duly authenticated as required by law, was duly filed in the county court of Milwaukee county, Wisconsin.

Said plaintiffs further allege as a first cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the 1st day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of July, 1873, at the Bank of North America, in the city of New York, on presentation hereof, being the interest due that day on bond of city, No. 184, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 184, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereon, at seven per cent. per annum, from the first day of July, 1873, which said plaintiffs claim and demand judgment therefor.

6 (Here follow similar statements of causes of action on like coupons on said above-mentioned bonds for the semi-annual interest due January 1st, 1874, and July 1st, 1874, down to and including July, 1876.)

Said plaintiffs further allege, as a 22nd cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, on or about the first day of June, 1856, made and executed under its corporate seal, signed by its mayor and countersigned by its clerk, its negotiable bond, No. 184, bearing date on that day, wherein and whereby, for value received, it promised to pay Wm. B. Hibbard or bearer one thousand dollars at the Bank of North America, in the city of New York, on the 1st day of January, 1874, together with interest thereon at the rate of eight per cent. per annum, payable semi-annually on presentation of the interest warrants or coupons hereto annexed.

That said bond was, at about the date thereof, delivered by said defendant to the payee therein named, and the same was afterwards and before the maturity thereof sold for value by said payee in the money market of the country, and that said bond was afterwards sold and delivered by the bearer and owner thereof to the plaintiffs, who are now its lawful owners and holders; that said defendant has not paid the same, and that there is now due the plaintiffs thereon from the defendant the sum of one thousand dollars, with interest thereupon, at seven per cent. per annum, from the first day of January, 1877, which said plaintiffs claim and demand judgment therefor.

(Then follow the same allegations respecting said other two bonds, Nos. 185 and 186.)

Wherefore said plaintiffs demand judgment against said defendant, The City of Watertown, for $40, with interest at 7 per cent. from July 1st, 1873, and for each coupon separately from the time it became due, and for the costs and disbursements.

(The complaint was duly verified.)

On the 11th of August, 1883, the defendant served and filed the following answer:

Answer.

The City of Watertown, the defendant in the above-entitled action, by its attorneys, George W. Bird and Daniel Hall, answering the complaint of the plaintiffs in said action, alleges and respectfully shows to the court:

First. For a first defense to said action, and to each and every

cause of action stated in said complaint, the said defendant
7 denies that it has any knowledge or information sufficient to form a belief as to whether said William S. Pierson mentioned in said complaint ever purchased or became the owner of the bonds, or of any or either of them, set forth in said complaint, or of the interest warrants or coupons therein set forth, or of any or either of them, or as to whether the plaintiffs are or ever have been the owners or holders of said coupons, or any or either of them, and as to whether the said William S. Pierson died on the 18th day of April, 1879, or since the commencement of this suit, or as to whether he died leaving a last will and testament wherein he appointed said plaintiffs, Rufus P. Spaulding, Samuel H. Allen, Edwin D. Dexter, Bennett R. Allen, & Herman R. Coffin, executors thereof, or as to whether said Pierson's will was admitted to probate or said plaintiffs ever entered upon the duties of executors of said Pierson's will or are now or ever have been the executors or acting executors of the last will and testament of said William S. Pierson, or as to whether a copy of said Pierson's will, with the probate thereof annexed or otherwise, was ever filed in the county court of Milwaukee county, Wisconsin.

Second. And further answering said complaint, and as a second defense thereto and to the whole thereof, the said defendant alleges and avers that the said several causes of action stated in said complaint did not, nor did any or either of them, accrue within the six years next before the commencement of this said action, and that none of the causes of action alleged in said complaint accrued within six years before the commencement of this action, and that this action was not commenced within the six years after the same accrued, limited by law for the commencement thereof, and is barred by the statute of limitations of the State of Wisconsin.

Wherefore this defendant demands judgment for the dismission of said action and for costs herein.

DANIEL HALL,
GEO. W. BIRD,
Defendant's Attorneys.

(This answer was duly verified.)

On the 21st of August, 1883, the plaintiffs served and filed the following amended complaint:

Amended Complaint.

Now come the above-named plaintiffs, by Finches, Lynde & Miller, their attorneys, and amend, as of course, their complaint heretofore served and filed in the above-entitled cause by making the following additions thereto, to wit:

First. After paragraph tenth of said complaint add the following allegations:

Said plaintiffs allege, on information and belief, that the said defendant, The City of Watertown, and the officers, agents, and citizens and residents of said city did, subsequent to the first day of

March, A. D. 1873, conspire together and with each other, and ever since have conspired together and with each other, for the purpose and with the preconceived intent and design to defraud these plaintiffs and all other owners and holders of the bonds and coupons to such bonds issued by said city, and to prevent these plaintiffs and the other holders and owners of said bonds and coupons from obtaining the service of process on said city.

8 Said plaintiffs further allege, on information and belief, that each year since the first day of March, 1873, a mayor of said city was elected, as required by law, but said mayor each year, with the intent and design as aforesaid, qualified as hereinafter mentioned and immediately thereafter placed his resignation in the hands of the city clerk of said city, to be filed by him in case of emergency, and to take effect accordingly.

Said plaintiffs further allege, on information and belief, that each year since the first day of March, 1873, after the mayor and members of the common council had been elected, they and each of them failed to qualify until they had assembled together in a secret place with locked doors, unknown to the people at large and to these plaintiffs, and with persons on watch to inform them of the approach of any person or persons, and then and there, if unmolested, the mayor and the members of the common council, qualified as required by law, transacted for said defendant city certain necessary business, and thereafter immediately filed with the city clerk of said city their respective resignations, to take effect immediately, and which resignations went immediately into effect.

Said plaintiffs further allege that since the first day of March, 1873, they have employed attorneys and agents for the purpose of ascertaining who was the mayor or acting mayor or chairman of the common council or chairman of the board of street commissioners and for the purpose of having process served on said city; but owing to said conspiracy, as these plaintiffs are informed and believe, since the first day of March, 1873, there has been no mayor of said city except each year for a few hours at such secret and concealed meetings, and the common council of said city, with the said fraudulent intent and design, has failed each year to elect a chairman of said common council, and since said last-mentioned date there has been no person who was acting mayor and no chairman of the board of street commissioners.

Said plaintiffs further allege that, notwithstanding they have used due diligence and have hired attorneys and agents for the purpose of having process served on said city, they have been unable to this date to serve or have served the summons in this action on the mayor of said city or on the person who by law should exercise the functions of mayor of said city.

FINCHES, LYNDE & MILLER,
Plaintiffs' Attorneys.

(This complaint was duly verified.)

9 And on January 16th, 1884, the following amended answer, verified on the 28th day of December, 1883, was filed:

Amended Answer.

The City of Watertown, the defendant in the above-entitled action, by its attorneys, George W. Bird and Daniel Hall, answering the amended complaint in said action by this its amended answer, alleges and respectfully shows to the court—

First. That this defendant, the said City of Watertown, denies each and every allegation in the said amended complaint contained, except so much and such parts thereof as are hereinafter expressly admitted to be true or otherwise specifically answered.

Second. This defendant admits the residence and citizenship of the parties, the corporate character and authority of the defendant, and the execution and non-payment by it of the bonds and coupons, as alleged in said amended complaint; also that each year since the first day of March, 1873, a mayor of said city was elected, as required by law.

Third. But this the said defendant denies, that it has any knowledge or information sufficient to form a belief as to whether the said William S. Pierson mentioned in said amended complaint ever purchased or became the owner of the bonds set forth in said amended complaint or of any or either of them or of the interest warrants or coupons therein set forth or of any or either of them, or as to whether the said William S. Pierson died on the 18th day of April, 1879, or left a last will and testament wherein he appointed the said plaintiffs executors thereof, or as to whether said Pierson's will was duly proved or admitted to probate, or said plaintiffs ever entered upon the discharge of the duties of executors of such will, or are now or ever have been the executors or acting executors of such will, or as to whether a copy of said Pierson's will, with the probate thereof annexed or otherwise, was ever filed in the county court of Milwaukee county, Wisconsin, or as to whether the plaintiffs have employed attorneys or agents or any or either of them for the purpose of ascertaining who was the mayor or acting mayor or chairman of the common council or chairman of the board of street commissioners or for the purpose of having process served on said city.

Fourth. And this the said defendant alleges, that the above-entitled action was commenced on or about and not before the 19th day of June, A. D. 1883, and that, so far from said plaintiffs having difficulty in commencing said action, the summons therein for the commencement thereof on said 19th day of June, 1883, first issued out of said court under the seal thereof, and was thereupon delivered to the marshal of said district to be served upon this defendant, and that on or about the 26th day of June, 1883, the said marshal made the delivery of the copies thereof, as he returned endorsed upon said summons, and which is now on file in this action, as this defendant is informed and believes, and that on the 16th day of July, 1883, the defendant, by its attorneys, duly appeared in said action and fully submitted itself thereafter to the jurisdiction of this court therein; and this defendant further avers upon information and belief that said plaintiffs never until said 19th day of June, A. D. 1883,

attempted to commence the said action or used any diligence whatever to commence the same before said 19th day of June, 1883.

Fifth. And this defendant, for a further and separate defense, which it will insist upon to said action and to the whole thereof and to each and every cause of action set forth in said amended complaint, avers and alleges that neither the said action nor any of the causes of action averred or set forth in said amended complaint accrued within the six years next before the said 19th day of June, 1883, nor on nor since the day and year last aforesaid; that on or after and not before the said 19th day of June, 1883, the summons above mentioned was first delivered to the United States marshal for service and to be served on this defendant, and that the same never was or had been delivered to such marshal or to any officer or person for service or to be served on this defendant or otherwise before said 19th day of June, 1883; and this said defendant further avers and alleges that neither the said action nor any of the causes of action in the said amended complaint stated nor any part thereof accrued within six years before the commencement of the said above-entitled action; that said action was not commenced nor attempted to be commenced before said 19th day of June, A. D. 1883, and that the said action was not commenced within the six years limited by law for the commencement thereof after the same accrued, and is barred by the statutes of limitations of the State of Wisconsin; that as to all the bonds, interest warrants, and coupons described in said amended complaint and as to each and every one of said bonds, interest warrants, and coupons, the said defendant saith and avers that each and all of said several causes of action in said amended complaint stated did not, nor did any or either of them, accrue thereon within the six years next before the commencement of said action, & that the said action and the whole and each and every part thereof is barred by the statutes of limitations of the State of Wisconsin.

GEO. W. BIRD & DANIEL HALL,
Def't's Att'ys.

Plaintiffs thereupon demurred to defendant's defense of the statute of limitations; which demurrer is as follows:

Demurrer.

Now come the above plaintiffs, by Finches, Lynde and Miller, their attorneys, and demur to the defense in the defendant's amended answer contained, to wit, to the defense of the statute of limitations, for the reason that it appears upon the face thereof that it does not state facts sufficient to constitute a defense.

FINCHES, LYNDE AND MILLER,
Attorneys for Plaintiffs.

11 *Decision of Court.*

BUNN, *J.:*

This is an action brought upon three several bonds and interest coupons issued by the city of Watertown, June 1, 1856, to the Milwaukee and Madison Railroad Company. The bonds became due January 1, 1877, and the summons was issued on June 19, 1883. To avoid the plea of the statute of limitations, which would otherwise appear upon the face of the complaint to have run upon the bonds and coupons, the plaintiffs set out at considerable length facts which it will not be necessary to recite here in detail, but which are intended to show that the plaintiffs have been prevented from bringing their action sooner by the fraudulent action of the officers of the defendant city, and especially of the mayor and common council in assembling together after their election in each year and transacting some necessary business for the city, in a secret place with closed doors, unknown to the plaintiffs and the people at large, and with persons on watch to inform them of the approach of any person and then filing their resignations, which by law took effect immediately. In brief, that the plaintiffs have used due diligence to obtain service of the summons, but have been prevented by the fraudulent acts of the officers of the defendant city.

The defendant denies these allegations and as a separate defense sets up the statute of limitations, to which plea the plaintiffs demur; and the question is whether these facts take the case out from the operation of the statute.

The limitation applicable to the case is found in sec. 1, chap. 53, General Laws of Wis. for 1872, which is as follows: "No action brought to recover any sum of money on any bond, coupon, interest warrant, agreement, or promise in writing made or issued by any town, county, city, or village, or upon any installment of the principal or interest thereof, shall be maintained in any court unless such action shall be commenced within six years from the time when such sum of money has or shall become due." * * *

There are several exceptions to the operation of the statute contained in the laws of Wisconsin, as—

1st. When the defendant is out of the State.

2d. When defendant is an alien subject or a citizen of a country at war with the United States.

3d. When the person entitled to bring the action is insane or under age or imprisoned on a criminal charge.

4th. Where the commencement of an action has been stayed by injunction or statutory prohibition.

It is also provided that where the action is for relief on the ground of fraud the cause of action shall not be deemed to have accrued until the discovery by the aggrieved party of the facts constituting the fraud.

It is not claimed that the exception to the statute relied upon by the plaintiffs in this case is found in the statute itself, and the ques-

tion is whether there are any exceptions not found in the statute that can be recognized by the court.

In examining a great many adjudged cases under similar statutes I find the prevailing ruling to be that, the language of the statute being general, it must receive a general construction. Per-
12 haps it would be more logical to say that, the language of the statute being perfectly clear, it is wholly unnecessary to call in the aid of construction to ascertain its meaning, and that it is the duty of the court to enforce the law as it finds it and not to undertake to engraft upon it exceptions and conditions that the Legislature has not seen fit to put into it. The law is clear and intelligible, and by its express terms applies to all cases not falling in one or other of the excepted cases.

It should therefore be faithfully applied by the courts so as to make the statute, which is one of repose, uniform and certain in its operation, and not made to depend upon some complicated issue of fact or of fraud created by the pleadings foreign to the purposes of the law.

If the court can put one exception into the statute not found there it can more, and no litigant could know with any certainty whether his case would fall within the statute or not; and the duty of the court is rendered all the more certain, if that were necessary, by the fact that certain express exceptions are contained in the statute, which is a clear implication against any other exceptions being made.

The inquiry under a plea of the statute of limitations is always properly limited to a few simple topics as—

1. When did the cause of action arise?

Manifestly, in a case like this, when the bond or coupon fell due and was not paid, though it is claimed by the plaintiffs that it did not arise so long as the plaintiffs were deprived by the action of the defendant's officers from getting service on the mayor.

By the same contention, if the maker of a note should conceal himself for a week after his note fell due, so that summons could not be served upon him, the cause of action would not arise until he should come out from his hiding place, so that service could be had.

Nobody is capable of maintaining such a proposition.

2. How long a period has elapsed from the time the cause of action arose to the time when suit was commenced?

By limiting the inquiry to these simple questions, which was, no doubt, the intention of the Legislature, the application of the statute is made certain and uniform and its effects salutary.

See the following cases:

Dupleix *vs.* De Koven, 2 Verm., 540.
Hall *vs.* Weybourn, 2 Salkeeds, 420.
Beckford *vs.* Wade, 17 Vesey, 87.
Hunter *vs.* Gibson, 1 Hurlstone & Norman, 459.
Brown *vs.* Howard, 4 Moore, 508.
The Imperial Gas-Light and Coke Company *vs.* The London Gas-Light Co., 18 Jurist, 497.

Same Case, Q. C. L. Rep., 1230.
McIver *vs.* Ragan. 2 Wheaton, 25.
The Bank of the State of Alabama *vs.* Dalton, 9 Howard, 522.
Bowman *et al. vs.* Walters, 1 Howard, 189.
Kendall *vs.* United States, 107 U. S., 123.
Wood *vs.* Carpenter, 101 U. S., 135.
National Bank *vs.* Carpenter, *id.*, 567.
Andreae *vs.* Redfield, 98 U. S., 225.
13 Leffingwell *vs.* Warren, 2 Black, 599.
Gaines *vs.* Miller, 111 U. S., 395.
Fisher *vs.* Harnden, Paine C. C., 61.
United States *vs.* Millard, 4 Benedict, 459.
United States *vs.* Mullenbrink, 1 Woods, 569.
Coke *vs* McGinnis, Morton & Gertzer, 361.
Peck *vs.* Buch, 59 Penn., 71.
York *vs.* Bright, 4 Humph. (Tenn.)
Stiles *vs.* Berry, 1 Hill (S. C.), 296.
Hawell *vs.* Hair, 15 Ala., 194.
Arrowsmith *vs.* Durrell, 21 La. Arm., 295.
Yale *vs.* Randle, 23 La. Arm., 295.
Somerset Co. *vs.* Neghti, 44 N. J. L., 509.
Coleman *vs.* Willi, 46 Mo., 236.
Collis *vs.* Woddy, 2 Mumford, 511.
Conner *vs.* Goodman, 104 Ill., 365.
State Bank *vs.* Morris, 13 Ark., 291.
Fee *vs.* Fee, 10 Ohio, 469.
Favorite *vs.* Booheis, 17 Ohio State, 548.
Smith *vs.* Bishop, 9 Vt., 110.
Peoria M. & F. Ins. Co. *vs.* Hall, 12 Mich., 202.
Traup *vs.* Executors of Smith, 20 Johns, 23.
Leonard *vs.* Pitney, 5 Wend., 30.
Demarest *vs.* Wyncoop, 3 Johns' Chan., 129.
Sacia *vs.* De Gref, 1 Cow., 356.
Bucklin *vs.* Ford, 5 Barbour, 493.
Woodbury *vs.* Shackelford, 19 Wis., 55.
Lindsay *vs.* Fay, 28 Wis., 177.
Eckling *vs.* Simmons, 28 Wis., 272.

The plea of the statute of limitations is held good and the demurrer to it overruled. The plaintiffs will be allowed twenty days in which to file such new or further pleadings as they may be advised is proper, or, in default thereof, judgment will go for the defendant.

Madison, Wis., August 26, 1884.

Motion for Judgment.

Please to take notice that upon the foregoing affidavit and upon the papers, pleadings, and proceedings on file in this action and upon the records, books, and files of the clerk of this court herein we shall apply to said court, at the United States court-room, in the city of

Madison, Wis., on the 2nd day of December, 1884, at the opening of court on that day, or as soon thereafter as counsel can be heard, for judgment in favor of the defendant and against the plaintiffs herein.

Dated November 14, 1884.

Yours, &c.,

GEO. W. BIRD,
D. HALL,
Defendant's Att'ys,

14 The affidavit referred to is as follows:

George W. Bird, being duly sworn, doth depose and say that he is one of the attorneys for the defendant in the above-entitled action; that on the 26th day of August, 1884, the plaintiffs' demurrer to the defendant's plea of the statute of limitations herein was overruled by this court and the plaintiffs allowed twenty days in which to file such new or further pleading as they might be advised would be proper, and in default thereof judgment was ordered to go for the defendant; that no new or further pleading has been filed herein or served on said defendant's attorneys or either of them, except an amended complaint was served on said defendant's attorneys on the 11th day of September, 1884, and withdrawn by plaintiffs on the 15th day of September, 1884, and the said plaintiffs are now in default herein for not filing or serving a new or further pleading herein.

GEO. W. BIRD.

Subscribed and sworn to November 13th, 1884.

Thereupon, on the 2nd day of December, 1884, the following judgment was entered in favor of defendant against plaintiffs:

Judgment.

A copy of the summons in the above-entitled action having been delivered by the marshal on the 26th day of June, 1883, to the city clerk, city attorney, and the last elected chairman of the board of street commissioners of the defendant city, and the defendant having on the 16th day of July, 1883, served on plaintiffs' attorneys a written notice of appearance and demand of the copy of the complaint, and having then and thereby duly appeared, by its attorneys, Geo. W. Bird and Daniel Hall, and the plaintiffs having thereafter duly served and filed their complaint, and the defendant having thereafter duly served and filed its answer to said complaint, pleading, among other things, that this action was not commenced within the six years limited therefor by the statute of limitations of the State of Wisconsin, and is barred by said statute, and the plaintiffs having thereafter duly served and filed an amendment to their said complaint, wherein they allege certain facts in avoidance of defendant's said plea of the statute of limitations, and the defendant having thereafter duly served and filed its amended answer to plaintiffs' complaint as thus amended, wherein defendant pleads, among other things, that this action was not commenced within the six years

limited therefor by the statute of limitations of the State of Wisconsin, and is therefore barred by said statute, and the plaintiffs having thereafter duly served and filed their demurrer to the defendant's said plea of the statute of limitations contained in its said amended answer on the ground that said plea did not state facts sufficient to constitute a defense, and the issue thus joined by said demurrer having been duly brought to trial at the June term of this court for the year 1884, and having then been tried by the court without a jury, and the court having then found and decided said issue in favor of the defendant, and having overruled plaintiffs' said demurrer and allowed them twenty days in which to file such new or further pleading as they might be advised would be proper, and in default thereof ordered judgment to go for the defendant, and the defendant having, on the
15 19th day of November, 1884, duly served on plaintiffs' attorneys notice of application for judgment, together with an affidavit showing that no new or further pleading had been filed by the plaintiffs, and the said application having duly come on to be heard on the first day of the December term, 1884, of this court, to wit, on the 2nd day of December, 1884, and no one appearing to oppose the same, and it appearing that no new or further pleading has been filed by the plaintiffs, and that the defendant is entitled to judgment herein upon the said issue of law:

Now, therefore, on motion of George W. Bird and Daniel Hall, attorneys for the defendant, it is adjudged that this action was not commenced within the six years limited by law for the commencement thereof and is barred by the statute of limitations of the State of Wisconsin.

And it is further adjudged that the plaintiffs take nothing by this action, and that the defendant go thereof without day, and that the defendant, The City of Watertown, do have and recover of the plaintiffs, Rufus P. Spaulding, Samuel H. Allen, Edwin D. Dexter, Bennett R. Allen, and Herman R. Coffin, as executors of the last will and testament of William S. Pierson, deceased, the sum of thirty-one dollars and fifty cents, its costs and disbursements of this action as duly taxed, and that it have execution therefor.

Dated Madison, Wisc., this 2nd day of December, A. D. 1884.

By the court:

F. M. STEWART, *Clerk.*

From this judgment this writ of error was taken.

16 [Endorsed:] Supreme Court U. S. 1888, October term. No. 201. Rufus P. Spalding *et al.*, pl'ffs in error, *vs.* The City of Watertown. Agreed record.

[Stamped:] Office Supreme Court U. S. Filed Oct. 20, 1888. James H. McKenney, clerk.

SUPREME COURT
OF THE
UNITED STATES

—O—

OCTOBER TERM, 1888.

NO. 201; (also Nos. 197, 198, 199 and 200.)

RUFUS P. SPAULDING, SAMUEL H. ALLEN, EDWIN D. DEXTER, BENNETT R. ALLEN, and HERMAN R. COFFIN, Executors of Wm. Pierson, Deceased,

Plaintiffs in Error,

vs.

THE CITY OF WATERTOWN,

Defendant in Error.

BRIEF NO. 2 OF DEFENDANT IN ERROR.

DANIEL HALL,
GEORGE W. BIRD,
Attorneys for Defendant in Error.

SUPREME COURT
OF THE
UNITED STATES

RUFUS P. SPAULDING, SAMUEL H. ALLEN, EDWIN D. DEXTER, BENNETT R. ALLEN, and HERMAN R. COFFIN Executors of Wm. Pierson, Deceased, Plaintiffs in Error, vs. THE CITY OF WATERTOWN, Defendant in Error.	NO. 201; (also Nos. 197, 198, 199 and 200.)

BRIEF NO. 2 OF DEFENDANT IN ERROR.

We deem it important to make the Court acquainted with the exact facts which underlie this whole Watertown debt controversy to enable it to determine upon the remedy to be applied.

Chapter 123 of the laws of Wisconsin of 1853 authorized the said city to issue $80,000 of ten-year 8 per cent. semi-annual interest coupon bonds as a loan of its credit to the Milwaukee and Watertown R. R. Co.; and Chapter 127 of the private and local laws of 1856 authorized said city to issue as a loan of its credit to the Chicago, St. Paul & Fond du Lac R. R. Co., $200,000 and to the Watertown and Madison R.R. Co., $200,000 more, of 20 year 8 per cent. semi-annual interest coupon bonds—all of said $480,000, of bonds were by the terms of said acts to be issued only upon a majority vote of the legal voters of said city in their favor. All these bonds were actually issued against the utmost efforts of a large share of its taxpayers, and would now, including principal, interest, and interest upon coupons, judgments, and costs exceed $3,000,000, if no part of it had been paid.

But the record, pages 11 and 12 in Rees vs. City of Watertown, 19 Wal. 107, cited here by both parties, reveals more exactly the real situation. That was an equity case, and the uncontradicted answer verified February 12th, 1872, there says:

"This defendant further answering, admits that said city contains a population of 7,553, inhabitants; that the entire assessment of the personal and real property on said city for the year 1870, was $1,245,625, of which $981,580 was for real, and $264,045 was for personal property; that the entire assessment of real and personal property in and for said city for the year 1871 was $1,097,945.00, of which amount $867,005.00 was for real, and $230,935.00 for personal property, and this defendant denies that the assessment of real and personal property for the said years 1870 and 1871, in and for said city, exceeded, or differed from the sums above stated in this answer."

"This defendant admits that the outstanding bonds of said city amount to $260,000 principal, with interest at the rate of 8 per cent. per annum thereon, secured by interest warrants or coupons to the said bonds attached from the date of said bonds, which makes the indebtedness of said city on said bonds and coupons at the time of verifying this answer $750,000, of which sum $550,000 is already matured and past due."

"This defendant further shows that prior to 1856, the said city had outstanding $80,000 of eight per cent. bonds; that, under said act of 1856, it issued $400,000 more of bonds, and about the same time about $25,000 of what are termed improvement bonds. That the only voting ever done as to issuing the bonds of 1856, was under an ordinance of said city, which afforded no protection against illegal voting; that the voting thereon was largely done by non-residents of said city, consisting of a large force of railroad laborers, then thrown out of employment on the road now running from Wa-

tertown to Portage City."

"That the amount of said bonds was so much in excess of the resources and ability of said city to pay, that they commanded but a small fraction of their par value in the market, and that said complainant probably never gave more than twenty per cent. of the principal of said bonds for the same; that it was originally supposed and provided that the railroads were to pay all of said bonds, but that by foreclosure and sale of the railroads the whole burden of said debt is left upon said city, which it is impossible for it to pay."

"This defendant further shows that it has settled, discharged and procured the discharge and settlement of two hundred and thirty thousand dollars of principal of said bonds and the accrued interest thereon; that it has levied taxes to pay all sums of money necessary to effect such compromise, and is ready to compromise and settle all outstanding bonds and judgments, at as high a rate as can be paid or collected of the people of Watertown."

"This defendant further shows that the only reason why citizens of Watertown have refused in some instances to accept or hold office, is because they would at once be involved in litigation, and harrassed for not doing what could not be accomplished."

It is now over 17 years since said answer was verified and said facts laid before the court. Hence the past due principal and interest of said debt, with its interest-bearing coupons now exceeds the assessed value of all real and personal property of the citizens of said city. The amounts since paid are what remained of said improvement bonds, and some $42,000 of compromise R. R. bonds under Chapt. 72 of the P. and L. Laws of 1870, nearly all issued prior to said 12th of Feby. 1872, soon after which, all plans of further settlements were broken up, by the persistant refusal of nearly all the rest of the bondholders to accept the

city's offer of compromise, or to name any terms of settlement short of principal, interest and costs.

The said debt, being all now due, it all equally demands immediate payment. Suppose we say we will pay and proceed to assess, levy and collect the whole amount. The first effect would be, that before we could get ready to make the assessment all personal property would fly from the sweeping confiscation beyond the reach of the assessor or tax gatherer. The back of all industry would be broken, and the tax then to be levied on the real estate would be equal to the highest price at which it could ever have been sold. In other words it would all be so incumbered with this tax levy, as to be utterly worthless in the hands of its present owners or of any purchasers, especially so, as all industries would be annihilated. If some of the more fortunate ones could pay, they would be at once swamped by the inability to pay, of widows, orphans, the unfortunate, and especially of that large class of small property holders whose modest homesteads are the slow accumulation of a lifetime, and who cannot repurchase them. And this tax levy coming again and again, there is no wealth at Watertown, which it would not readily exhaust. In the presence of this debt the citizens of Watertown are helpless. It but illustrates a correct maxim of finance, that no municipal debt is worth more than what a reasonable tax will pay, because excessive taxation, destroys the very basis of all taxation.

Plaintiffs in Error seem to intimate in their brief, that there is something wrong, or that it is a fraud on the part of the city, for its mayor to resign.

But they must take their stand upon one of these two propositions.

1st. That such resignations are legal, and proper, and as free from all fraud as it is for their counsel to stand here and argue their case.

Or, 2nd. That the resignation is an actual attempted fraud on Plaintiffs in error, and therefore illegal and void.

If the former be their position, then the bondholders have nothing to complain of. It was a risk they took, when for a trifle they bought bonds issued so much beyond the ability of the city or its people to pay, that they well knew that somebody would have to be fearfully oppressed, wronged, and robbed, before they could get their money.

But if the latter be their position, they certainly have no ground of complaint. For the attempted resignation being wrong, illegal and void, they had only to serve their summons the same as if no resignation had ever been attempted If this be the correct view, it would put an end to all of these five cases involving the statute of limitations, by an affirmance in every case of the judgment of the court below.

But the Revised Statutes of Wisconsin of 1849 (in force when these bonds were issued in 1853 and 1856), subdivision 4 of Sec. 1 of chap. 11, authorizes the mayor to resign to the officers authorized to order a new election, and subdivision 2 of Sec. 2 of same Chap. vacates his office at once upon his resignation. Said city's charter of 1856, (Chap. 327, Sec. 6 P. and L. Laws of 1856) provided that "all elective officers, except Justices of the Peace and aldermen, shall, *unless otherwise provided*, hold their respective offices for one year and until their successors are elected and qualified." Now as it was then otherwise provided as above, in effect, by the general statute, that the office of mayor should become vacant, ipso facto, upon filing his resignation, there has been no material change of the charter in this respect. Hence Plaintiffs when they took the bonds in suit, took upon themselves the risk of citizens, voluntarily, taking and holding the offices.

This identical question was before this court in

Rees vs. The city of Watertown 19 Wal. 107, and was the great burden of the complaint, sought there to be overcome by the equity powers of this court. It was not the object of the law to have the mayor's office vacant, but to induce its acceptance, ample provision being made to fill vacancies. This court there recognized the validity of these laws and said. "The remedy in law is adequate and perfect. The difficulty is in its execution only."

In considering this case of such serious import to said city and to its citizens, there is another proposition which demands attention. In Rees vs. The City of Watertown supra, and also in the unreported case of Hewett et. al. vs. the same, the question came directly before this court whether the citizens of Watertown owed this debt, and this court in both cases most emphatically held that they did not. Hence it is the debt solely of the legal entity known as the city of Watertown, consisting of its powers of government and to levy taxes through its citizens volunteering to accept, retain and execute the offices for that purpose. Hence there is no obligation, moral or legal upon any citizen who never consented to this debt to do anything by which he or his fellow citizens shall owe or have to pay any part of it, especially in view of its destructive magnitude and villianous origin.

In 1874 the people of Wisconsin adopted an amendment to article XI of their constitution, which prohibits the contraction of municipal debts, beyond five per cent. of the assessed value of the property within the municipality. This now shields the citizens of our state from further wholesale municipal robbery. But still the pitiless storm beats on Watertown, from which its people's only shelter is the decision of this court in Rees vs. The City of Watertown, supra.

With the foregoing explanations we proceed to

argue Nos. 197 and 201 of these cases, which in all essentials, are alike.

I.

The summons in this action ~~just~~ first issued out of the court below to the U. S. Marshal on the 19th day of June A. D. 1883, Fol. 3 of printed record. This was almost six months after the six years statute of limitations had run upon the last maturing causes of action sued on, and set out in the complaint. The answer or plea of the statute of limitations, found at Fol. 10 and also 'printed in' full at the end of this brief, avers "that neither the said action nor any of the causes of action in the said amended complaint stated nor any part thereof accrued within six years before the commencement of the said above entitled action, nor within six years before said 19th day of June, 1883. That said action was not commenced, *nor attempted to be commenced before said 19th day of June, 1883*," thus not only interposing the bar of the statute, but negativing all pretended diligence on the part of Plaintiffs to commence the action sooner. All this Plffs'. general demurrer admits to be true. Fol. 10, page 9. But there is no averment of any effort to obtain service before the six years bar of the statute had taken full effect. The allegation, that since the 1st day of March, 1883, they have employed agents and attorneys for the purpose of ascertaining who was the mayor, &c., (last of Fol. 5) is no averment that this was done before the 19th day of June, 1883. But what did these agents and attorneys ever do?

The last paragraph of the amendments, Fol. 8, is a fine example of vagueness in pleading, when the pleader has very little basis for what he has to say. It is the fair inference that the diligence and employment of agents and attorneys relate to about the 19th of June, 1883, for how could they do anything to get the process served on said city before it had ever been issued. Very soon after the attempted

service the defendant appeared and answered. Folio 3. What right has Plaintiff to claim that he has been diligent to have the Court get jurisdiction of Defendant before he has procured the issue of a summons, so that he may have a chance to get service, or allow Defendant to voluntarily appear, as it did in this case very soon after the attempt to serve was actually made.

II.

But Plaintiffs allege that *fraud* defeated the service of the process which had never issued until some six months after the action was barred as aforesaid. There is no law requiring any person to accept or retain the office of mayor, and the right to resign we have shown above. Neither is there any law requiring the common council to meet openly, nor to give Plaintiffs or the public at large notice of their meeting; and there is no averment that the place and time of the meeting was not known to many persons. Every act of the officers and citizens complained of was legal. This debt is a matter of vital public interest at Watertown, and the conspiracy charged, is but the exercise of the constitutional right (Sec. 4 of the 1st article of the constitution of Wis.) of every citizen of said city to peaceably assemble and discuss the subject of this debt, which he don't owe, and devise measures by which he shall not owe it, and by which it shall not harm him or the public interests, and denounce the dishonesty by which it was fastened on the city. Besides if any citizen of Watertown has done Plaintiffs any wrong, or defrauded them of any right, they have their redress, by action against him, for the injury. That no real conspiracy is alleged, the definition of what it takes to constitute a conspiracy plainly shows. For "a conspiracy is a combination of two or more persons to accomplish, by a concerted action, some criminal purpose, or to accomplish

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some purpose not in itself criminal, by unlawful or criminal means."

The corporation having no property of its own is incapable of any such conspiracy, and its citizens in public and private have the right to take such measures for their own and the public safety as the exigency may demand, and transact the "certain necessary business," complained of in these amendments to the complaint. Fol. 7, page 7.

III.

Case No. 199 is practically like said Nos. 197 and 201, as to first legal attempt at service not being made until the 19th day of June, 1883, some six months after the bar of the statute was complete on every cause of action stated in the complaint. The summons in the name of the deceased Elijah W. Carpenter and the living Edwin F. Knowlton, bears the date of January 9th 1878, Fol. 6. But no effort appears to have been made to serve it until Dec. 23rd, 1882, nearly five years afterwards, Fol. 7, and then said Carpenter had been dead nearly a year and four months, he having died Sept. 1st, 1881. Fol. 8. And this whole proceeding was a nullity. (Fol. 8, at the bottom of page 4). And even Plaintiffs' attorneys do not appear to have been informed of his decease until about the time, June 19th, 1883, when they untertook to revive the suit which had never existed. Fols. 8, 9 and 10. Hence we say that the first legal attempt to commence the suit did not precede the last named date. It well illustrates Plaintiffs and their attorneys want of diligence, and why they now seek to depend on mere hearsay, that Plaintiffs attorneys do not appear to have known anything of Carpenter's decease for well nigh two years after it occurred. We think this No. 199 is substantially in the same situation as said Nos. 197 and 201, no real attempt having been made to

commence it before the 19th day of June, 1883, nearly six months after the bar of the statute had taken full effect.

IV.

About all of the foregoing reasoning we think, applies equally to cases numbered 198 and 200. But in addition thereto, in these two cases, the Plaintiffs had ample opportunity to have commenced their action, independent of all they complain of in their amendments to their complaints, all modeled upon the same plan in every one of the five cases. This more distinctly appears from our briefs in the last two mentioned cases.

V.

But Plaintiffs in error, state, or assume on pages 11, 24 and 34 of their brief, that Defendant's answer or pleas of the statute of limitations, admit each and every allegation of their amendments to their complaints, although in other parts of every one of Defendant's answers, each and every allegation of the said amendments, intended to take their cases out of the statute of limitations, is traversed and denied, except the single averment of the annual election of a mayor for said city. This is a three-fold mistake, and the fundamental error upon which they have staked everything in all these five cases.

Under the practice which preceded the code, Plff's could reply, to the plea of the statute of limitations, anything that would take their case out of the bar of the statute, and Defendant could take issue on the reply by rejoinder. This formed a separate and distinct issue to be tried. Wood on limitation, Sec. 7.

3d. Chetty's Pleadings, 1160 and 1220 to 1225.

The sole question here is as to the sufficiency of the plea of the statute of limitations, Plaintiffs' demurrer admitting all its averments to be true.

The rule of the law is, that the plea of the statute in the words of the statute, or in equivalent words, as here, is sufficient, and puts the Plaintiffs to their proofs. By so pleading, in the language of the court, in the People vs. Arnold, 4th N. Y., 508, at pages 511-12, "the words of the plea cover just as much ground in the answer as they do in the statute. They mean the same thing in both places. The defendant has pleaded the fact on which, by law, the bar of the statute depends, instead of pleading the evidence of the fact, and until good pleading shall be made unlawful the answer must be held sufficient."

2. Greenleaf's Evidence Sec. 431.

The code pleading of Wis. is borrowed mainly from the equity system, which permitted a Deft. to plead to one portion of a complaint and demur to another, and answer to a third part. 1st Barber's Chancery Practice 117. The code pleading if possible is still more flexible, allowing as many different defenses as a Defendant may have, and even, of inconsistent defenses.

To illustrate our position, suppose Plff's. instead of the allegations of their amendments, had averred in their place that an actual state of war had prevented the commencement of these five actions, and in analogy to the former practice, Deft. had stood by its pleas of the statute of limitations, and had also put in issue the allegations of the existence of war, demurrers to the pleas of the statute would be overruled of course, and if the cases were to be sent back from here, it would not be with directions to enter judgment for Plff's, but at most to try the issue on the new matter on distinct and separate issues on said amendments. Wis. system of special verdicts, Secs. 2857-8, R. S., would be well adapted to such trials. But as in the cases at bar the actual new matter therein set up, fully answered and denied, is

not, as we think, for the reasons stated, well pleaded, we believe no such result of being sent back can follow. But certain it is that the plea of the statute of limitations has not turned Deft's. most emphatic denials of the averments of the amendments to the complaints into an admission of their truth.

DANIEL HALL,
GEO. W. BIRD,
Attorneys for Deft. in Error.

Off. Supreme Court, U. S.

NO. 201.

U. S. SUPREME COURT,

RUFUS P. SPAULDING, ET. AL.,
Plaintiffs in Error,

vs.

THE CITY OF WATERTOWN,
Defendant in Error.

The following copy of the plea of the statute of limitations is made in this case to call special attention to the part in italics under the demurrer to it. Fol. 10 of record.

"Fifth. And this, the said defendant, for a further and separate defense, which it will insist upon to said action and to the whole thereof, and to each and every cause of action set forth in said amended complaint, avers and alleges that neither the said action nor any of the causes of action averred or set forth in said amended complaint accrued within the six years next before the said 19th day of June, 1883, nor on nor since the day and year last aforesaid; that on and after and not before the said 19th day of June, 1883, the summons above mentioned was first delivered to the United States Marshal for service and to be served on this defendant, and that the same never was or had been delivered to such marshal or to any officer or person for service or to be served on this defendant or otherwise before said 19th day of June, 1883; and this said defendant further avers and alleges that neither the said action or any of the causes of action in the said amended complaint stated, nor any part thereof accrued within six years before the commencement of the said above entitled action; *that said action was not commenced nor attempted to be commenced before said 19th day of June*, 1883, and that the said action was not commenced within the six years limited by law for the commencement thereof after the same accrued, and is barred by the statutes of limitation of the State of Wisconsin; that as to all the bonds, interest warrants and coupons described in said amended complaint, and as to each and every one of said bonds, interest warrants and coupons, the said defendant saith and avers that each and all of said several causes of action in said amended complaint stated, did not, nor did any or either of them, accrue thereon within the six years next before the commencement of said action, and that the said action, and the whole and each and every part thereof, is barred by the statutes of limitation of the State of Wisconsin.

GEO. W. BIRD AND DANIEL HALL,
Defendant's Attorneys."

Office Supreme Court U. S.
FILED.
JAN 15 1889
JAMES H. McKENNEY.
CLERK.

Supreme Court of United States.

OCTOBER TERM, 1888.

No. 201.

RUFUS P. SPAULDING, SAMUEL H. ALLEN, EDWIN D. DEXTER, BENNETT R. ALLEN AND HERMAN R. COFFIN, EXECUTORS OF WILLIAM S. PEARSON, DECEASED,

Plaintiffs in Error,

vs.

THE CITY OF WATERTOWN,

Defendant in Error.

BRIEF OF DEFENDANT IN ERROR.

GEO. W. BIRD,
DANIEL HALL.
Atty's for Deft. in Error.

DEMOCRAT PRINTING COMPANY, PRINTERS, MADISON, WIS.

Supreme Court of United States.

OCTOBER TERM, 1888.

No. 201.

RUFUS P. SPAULDING, SAMUEL H. ALLEN, EDWIN D. DEXTER, BENNETT R. ALLEN AND HERMAN R. COFFIN, EXECUTORS OF WILLIAM S. PEARSON, DECEASED,

Plaintiffs in Error,

vs.

THE CITY OF WATERTOWN,

Defendant in Error.

BRIEF OF DEFENDANT IN ERROR.

STATEMENT OF CASE.

On the 19th day of June, 1883, a praecipe for summons was filed, and a summons issued herein, copies of which summons the marshal delivered to the city clerk, city attorney, and "last elected chairman of the board of street commissioners of said city," on the 26th day of June, 1883, the office of mayor being vacant. Thereafter the defendant duly appeared and demanded a copy of the complaint which was duly served on defendant's attorneys and was filed August 1, 1883.

The complaint contains twenty-four causes of action, twenty-one of which are upon twenty-one coupons of $40,

each, attached to three bonds issued by the city, June 1, 1856, to aid in the construction of the Watertown & Madison railroad, and the other three are upon the three bonds. The first of the twenty-one coupons became due July 1st, 1873, and the last July 1st, 1876; and the three bonds became due each of them January 1st, 1877. (Pages 1 to 5 of record.) The defendant's answer, duly filed and served (pages 5 and 6 of record) pleads as a second defense the six years' statute of limitations of Wisconsin.

On the 21st of August, 1883, plaintiffs served and filed an amendment to their complaint, wherein certain allegations are made on information and belief to avoid the plea of the statute of limitations (pages six and seven of record). The amendment contains:

First: A general allegation, that since March 1, 1873, defendant, its officers, agents, citizens and residents, have conspired together for the purpose and with the preconceived intent and design to defraud the plaintiffs and all other owners of its bonds and coupons, and to prevent the plaintiffs and such other owners from obtaining the service of process.

Second: The specific allegation that each year since March 1, 1883, a mayor of said city has been duly elected but, with such intent and design, said mayor each year qualified and immediately thereafter placed his resignation in the hands of the city clerk, to be filed by him in case of emergency, and to take effect accordingly.

Third: That the mayor and aldermen, each year since March 1, 1873, failed to qualify until they had assembled together in a secret place, with locked doors, unknown to the people at large and to plaintiffs, and with persons on watch to inform them of the approach of any person or persons, and then and there if unmolested, duly qualified, transacted certain necessary business for the defendant, and immediately thereafter filed with the city clerk their resignations, which took effect immediately.

Fourth: That since March 1, 1873, plaintiffs have employed attorneys and agents for the purpose of ascertaining who was the mayor, acting mayor, chairman of the council, or chairman of the board of street commissioners, and for the purpose of having process served on said city, but owing to said conspiracy since March 1, 1873, there has been no mayor, except each year for a few hours, at such secret and concealed meetings, and the common council, with such fraudulent intent and design, has failed each year to elect a chairman of said common council, and since March 1, 1873, there has been no person who was acting mayor, and no chaiman of the board of street commissioners.

Fifth: That notwithstanding plaintiffs have used due diligence and have hired attorneys and agents for the purpose of having process served on defendant, they have been unable to serve or have served the summons in this action on the mayor of said city, or on that person who by law should exercise the functions of mayor of said city.

Thereafter, and within the time allowed by law therefor, the defendant served and filed its amended answer to the amended complaint. Pages 7 to 9 of record. In this amended answer the defendant denies the allegations of the complaint made in avoidance of the statute of limitations, and alleges affirmatively that the action was commenced on or about, and not before, June 19, 1883; that the summons was then first issued and delivered to the marshal to be served and the marshal delivered copies thereof June 26, 1883, to certain city officials, and the defendant duly appeared July 16, 1883; "and this defendant further avers, upon information and belief, that said plaintiffs never, until said 19th day of June, A. D. 1883, attempted to commence the said action, or used any diligence whatever to commence the same before said 19th day of June, 1883."

The defendant also pleads in said amended answer the six years' statute of limitations, and to this defense the plaintiffs demurred as follows:

"Now comes the above plaintiffs, by Finches, Lynde & Miller, their attorneys, and demur to the defense in the defendant's amended answer contained, to wit: to the defense of the statute of limitations, for the reason that it appears upon the face thereof that it does not state facts sufficient to constitute a defense." (Page 9.)

The demurrer was overruled on the 26th day of August, and plaintiffs allowed twenty days in which to file a new or further pleading as they might be advised, or in default thereof judgment to go for the defendant. The opinion of the court will be found on pages 11 to 12 of the record.

No further pleading having been filed, judgment was entered in favor of the defendants on the 2nd day of December, 1884 (pages 13 and 14 of record) to review which judgment the writ of error is taken herein.

ARGUMENT.

The twenty-one causes of action on the coupons accrued on or before July 1st, 1876, and not later, and the three on the bonds accrued January 1st, 1877, and not later, and were all barred by the six years' statute of limitations of Wisconsin; the former, on or before July 2d, 1882, and the latter, January 2d, 1883, unless the facts stated in the amended complaint prevent the running of the statute.

Chapter 53, General Laws of 1872 of Wisconsin.
Section 4222, Revised Statutes of Wisconsin.

The only question, then, presented by the record is, do the facts stated in the amended complaint prevent the running of the statute of limitations.

I.

The facts stated in the amended complaint do not prevent the running of the statute of limitations.

This question we have discussed at length in our brief in the case of *Henry Amy and Gustavus Hoppenstedt against the City of Watertown*, No. 197, on this calendar, and do not purpose to repeat the argument here, or do more than merely refer the court to our brief in that case.

GEO. W. BIRD,
DANIEL HALL,
Atty's for Deft. in Error.

130-327

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1888.

No. 198.

EDWIN F. KNOWLTON, INDIVIDUALLY AND AS EXECUTOR OF ELIJAH W. CARPENTER, DECEASED, PLAINTIFF IN ERROR.

vs.

THE CITY OF WATERTOWN.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF WISCONSIN.

FILED NOVEMBER 9, 1885.

SUPREME COURT OF THE UNITED STATES.

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1 *Transcript of Record from Circuit Court of the United States for the Western District of Wisconsin.*

Supreme Court of the United States.

EDWIN F. KNOWLTON, Executor of the Last Will and Testament of Elijah W. Carpenter, Deceased, and Edwin F. Knowlton Individually, Plaintiffs in Error,

against

CITY OF WATERTOWN, Defendant in Error.

2 UNITED STATES OF AMERICA, *ss:*

The President of the United States to the judge of the circuit court *court* of the United States for the western district of Wisconsin, Greeting:

Because in the records and proceedings, and also in the rendition of the judgment of a plea which is in said circuit court, before you, between Edwin F. Knowlton as executor of the last will and testament of Elijah W. Carpenter, deceased, and Edwin F. Knowlton individually, plaintiffs, and The City of Watertown, defendant, a manifest error hath intervened, to the great damage of the said Edwin F. Knowlton as executor of the last will and testament of Elijah W. Carpenter, deceased, and Edwin F. Knowlton individually, as by his complaint appears, we, being willing that the error, if any hath been, should be duly corrected and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you may have the same at Washington, in the District of Columbia, on the 12th day of October next, in the said Supreme Court to be then and there held, that, the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error what of right and according to the laws and customs of the United States should be done.

Witness the Hon. Morrison R. Waite, Chief Justice of the Supreme Court of the United States, the 12th day of October, in the year of our Lord one thousand eight hundred and eighty-five.

[Seal U. S. Circuit Court, Western Dist. of Wisconsin.]

F. M. STEWART, *Clerk.*

3 The return of the judges of the circuit court of the United States for the western district of Wisconsin appears by the schedule hereto annexed.

Witness the Hon. Morrison R. Waite, Chief Justice of the Supreme Court of the United States, at Madison, in said district, this 15th day of October, A. D. 1885, and of our Independence the 110th year.

[Seal U. S. Circuit Court, Western Dist. of Wisconsin.]

F. M. STEWART, *Clerk.*

4 UNITED STATES OF AMERICA, } ss:
Western District of Wisconsin, }

At a special term of the circuit court of the United States of America for the western district of Wisconsin, begun and held, according to law, at the city of Madison, in said district, on the first Tuesday, being the second day, of December, A. D. 1884—present and presiding, the Hon. Romanza Bunn, district judge—among other the following proceedings were had, to wit:

EDWIN F. KNOWLTON as Executor of the Last Will and Testament of Elijah W. Carpenter, Deceased, and Edwin F. Knowlton Individually, Plaintiffs,

vs.

CITY OF WATERTOWN, Defendant.

Be it remembered that heretofore, to wit, on the 29th day of March, A. D. 1873, came the plaintiffs, by Mess. Smith and Stark, their attorneys, and filed præcipe for a summons as follows, to wit:

Præcipe.

Circuit Court of the United States for the Western District of Wisconsin.

ELIJAH W. CARPENTER and EDWIN F. KNOWLTON
vs.
5 CITY OF WATERTOWN.

The clerk will issue a summons in an action entitled as above, money demand on contract. Judgment in case of failure to answer the complaint to be taken for seven thousand four hundred dollars, with interest on $40 from the 1st day of January, 1858, and on $80 from the first day of July, 1858, and on $80 from each 1st day of January and from each first day of July since the first day of July, 1858, being on thirty sums of $80.00 each, and with interest on $2 from the 1st day of August, 1857, and with interest on $134 from the first day of February, 1858, and with interest on $134 from each first day of August and from each first day of February after the 1st day of February, 1858, to and including the first day of August, 1863, being on twelve sums in all of $134 each, and with interest on $3,350 from the first day of August, 1863.

SMITH AND STARK,
Plaintiffs' Attorneys.

And on the same day filed bond for costs, as follows:

Bond for Costs.

Know all men by these presents that we, Elijah W. Carpenter, Edwin F. Knowlton, and Winfield Smith, are held and firmly bound

unto Francis M. Stewart, clerk of the circuit court for the
6 western district of Wisconsin, in the sum of two hundred dollars, to be paid to the said Francis M. Stewart, clerk, or his successor in office or his executors, administrators, or assigns; to which payment, well and truly to be made and done, we do bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals the 28th day of March, A. D. 1873.

Whereas an action on money demand on contract is about to be commenced at the suit of the said Elijah W. Carpenter and Edwin F. Knowlton in the said circuit court against The City of Watertown:

Now, therefore, the condition of this obligation is such that if the plaintiffs will pay all costs that may be awarded against them not exceeding the aforesaid sum, then this obligation to be void; else valid.

ELIJAH W. CARPENTER. [SEAL.]
EDWIN F. KNOWLTON, [SEAL.]
Per E. W. CARPENTER.
WINFIELD SMITH. [SEAL.]

EASTERN DISTRICT OF WISCONSIN, *ss*:

Winfield Smith, being duly sworn, says he is worth the sum of four hundred dollars exclusive of property exempt from execution and his debts.

——— ———.

Subscribed and sworn to before me this — day of ———, A. D. 187–.

——— ———.

Whereupon a summons issued as follows:

7 *Summons.*

The Circuit Court of the United States for the Western District of Wisconsin.

ELIJAH W. CARPENTER and EDWIN F. KNOWLTON
vs.
CITY OF WATERTOWN.

Summons for money demand.

The United States of America to the above-named defendant:

You are hereby summoned and required to answer the complaint of Elijah W. Carpenter *et al.*, the plaintiffs in this action, which will be filed in the office of the clerk of this court, at Madison, in said district, and you are also required to file your answer thereto with the clerk of this court, at Madison, and to serve a copy thereof on the attorneys of the plaintiffs, whose names are subscribed hereto, at their office, 395 East Water street, Milwaukee, Wisconsin, within

twenty days after the service of this summons on you, exclusive of the day of such service, and if you fail to answer the complaint as aforesaid the plaintiffs will take judgment against you for the sum of seven thousand four hundred dollars, with interest on $40.00 from the 1st day of January, 1858, and on $80.00 from the first day of July, 1858, and on $80.00 from each first day of January and from each first day of July since the 1st day of July, 1858, being
8 on thirty sums of $80.00 each, and with interest on $2.00 from the first day of August, 1857, and with interest on $134.00 from the first day of February, 1858, and with interest on $134.00 from each first day of August and from each first day of February after the first day of February, 1858, to and including the first day of August, 1863, being on twelve sums in all of $134.00 each, and with interest on $3,350.00 from the first day of August, 1863, besides the costs of this action.

Witness the Honorable Salmon P. Chase, Chief Justice of the Supreme Court of the United States, at the city of Madison, in the said western district of Wisconsin, this 29th day of March, in the year of our Lord, one thousand eight hundred and seventy-three, and of the Independence of the United States the ninety-seventh.

[L. S.] F. M. STEWART, *Clerk.*

SMITH AND STARK, *Attorneys.*

The service of which summons appears by endorsement thereupon as follows, viz:

Service.

Served on the within-named The City of Watertown by delivering to August Truk, city clerk, and Fred. Meyer, city treasurer, of said city, and Chris. Mayer, an alderman from the 1st ward
9 of said city and an acting member of the board of aldermen of said city and mayor-elect of said city at the city election held April 1, 1873, each a copy of the within summons this April 2, 1873, there being no other person acting as mayor of said city.

F. W. OAKLEY, *Marshal,*
By W. S. MAIN, *Deputy.*

Fees:

Service on 3	6 00
Copies	1 50
Tr. exp's	4 50
	$12 00

And thereafter, to wit, on the 22d day of April, 1873, came the defendant, by its attorney, Harlow Pease, and filed its notice of motion to set aside the service of the summons herein as follows, viz:

Notice of Motion, &c.

The Circuit Court of the United States for the Western District of Wisconsin.

ELIJAH W. CARPENTER and EDWIN F. KNOWLTON
against
THE CITY OF WATERTOWN.

Take notice that I appear as attorney for the defendant in this action for the purpose of making a motion to set aside the service of the summons herein, and for that purpose only.

Yours, &c., HARLOW PEASE,
Office and Residence, Watertown, Wisconsin.

Dated April 17th, 1873.
To Messrs. Smith & Stark, plaintiffs' attorneys.

10 The Circuit Court of the United States for the Western District of Wisconsin.

ELIJAH W. CARPENTER and EDWIN F. KNOWLTON, Plaintiffs,
against
THE CITY OF WATERTOWN, Defendant.

Take notice that on the first Monday of June next, at the United States court-room, in the city of Madison and State of Wisconsin, at the opening of the court, or as soon thereafter as counsel can be heard, I shall move said court to set aside the service of the summons in this action for the following reasons:

1st. Said summons was not served on the mayor of said defendant, The City of Watertown.

2nd. Said summons is irregular and void.

Said motion will be founded upon the affidavit hereto annexed and upon the return of the marshal endorsed on said summons.

Yours, &c., HARLOW PEASE,
Defendant's Attorney for the Purpose of Making said Motion Only.

Dated April 19, 1873.
To Mess. Smith & Stark, plaintiffs' attorneys.

STATE OF WISCONSIN, } *ss:*
Jefferson County, }

The Circuit Court of the United States for the Western District of Wisconsin.

ELIJAH W. CARPENTER and EDWIN F. KNOWLTON, Plaintiffs,
against
11 THE CITY OF WATERTOWN, Defendants.

Chris. Mayer, being duly sworn, says that he was not the mayor

or the acting mayor of said defendant, The City of Watertown, on the 2d day of April, 1873.

CHRIS. MAYER.

Subscribed and sworn to before me this 19th day of April, 1873.
[SEAL.] AMOS BAUM,
Notary Public, Wis.

Endorsed: We admit due service of the within motion papers this 21st day of April, 1873. Smith & Stark, pl'ffs' att'ys.

And in the record of proceedings aforesaid in said entitled cause, and on the 16th day of the June term, 1873, of said court, to wit, on the 19th day of June, 1873, appears the following order to wit:

Order Returning Summons for Service.

Circuit Court of the United States, Western District of Wisconsin.

ELIJAH W. CARPENTER and EDWIN F. KNOWLTON, Plaintiffs,
against
12 THE CITY OF WATERTOWN, Defendant.

This day came the defendant, by its attorney, and moved the court to set aside the service of the summons for insufficiency; and it appearing from the return of the marshal endorsed on the summons filed in this case that the summons has not been served on the defendant in the manner prescribed by law, so as to give the court jurisdiction of the defendant or so as to entertain any motion or proceeding in this case as against said defendant, it is therefore ordered by the court that the clerk be and is authorized to return said summons to the marshal to be served on the defendant according to law or for such further action as the plaintiff- may direct.

And thereafter, to wit, on the 9th day of January, 1878, came the plaintiffs, by their attorney, and filed præcipe for an *alias* summons as follows, to wit:

Præcipe for Alias Summons.

The Circuit Court of the United States for the Western District of Wisconsin.

ELIJAH W. CARPENTER and EDWIN F. KNOWLTON
vs.
CITY OF WATERTOWN.

The clerk will issue an *alias* summons in this action commenced March 29th, 1873.

WINFIELD SMITH,
Pl'ffs' Att'y.

13 And thereupon an *alias* summons issued as follows, viz:

Alias Summons.

In the Circuit Court of the United States for the Western District of Wisconsin.

ELIJAH W. CARPENTER and EDWIN F. KNOWLTON

vs.

CITY OF WATERTOWN.

Summons for money demand.

The United States of America to the above-named defendant:

You are hereby summoned and required, as you have heretofore been summoned and required, to answer the complaint of Elijah W. Carpenter *et al.*, the plaintiffs in this action, which will be filed in the office of the clerk of this court, at Madison, in said district, and you are also required to file your answer thereto with the clerk of this court, at Madison, and to serve a copy thereof on the attorney of the plaintiffs, whose name is subscribed hereto, at his office, 395 East Water St., Milwaukee, Wisconsin, within twenty days after the service of this summons on you, exclusive of the day of such service, and if you fail to answer the complaint as aforesaid the plaintiff will take judgment against you for the sum of seven thousand four hundred dollars, with interest on forty dollars from the first day of January, 1858, and on $80.00 from the 1st day of July, 1858, and on $80 from each first day of January and from each first day of July from the first day of July, 1858, being on thirty sums of $80 each,

14 and with interest on $2.00 from the first day of August, 1857, and with interest on $134.00 from the 1st day of February, 1858, and with interest on $134 from each first day of August, and each first day of February after the first day of February, 1858, to and including the 1st day of August, 1863, being on twelve sums in all of $134 each, and with interest on $3,350 from the 1st day of August, 1863, besides the costs of this action.

Witness the Honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, at the city of Madison, in said western district of Wisconsin, this ninth day of January, in the year of our Lord one thousand eight hundred and seventy-eight, and of the Independence of the United States the one hundred and second.

[L. S.] F. M. STEWART, *Clerk.*

WINFIELD SMITH,
Attorney, 395 East Water St., Milwaukee, Wis.

The service of which said summons appears by the endorsement thereon as follows:

Service.

Served on the within-named The City of Watertown by delivering to Wm. H. Rohr, last mayor of said city, Henry Bieber, city clerk, Chas. H. Gardner, city attorney, and Thos. Baxter, last presiding officer or president or chairman of the board of street commissioners, of said city of Watertown, each personally a copy of the within summons and by showing each of them this original summons this Dec'r 23d, 1882.

T. W. OAKLEY, *U. S. M.*,
By W. S. MAIN, *Dep'y.*

Fees:

Service, 4	$8 00
Copies, 16 fol.	1 60
Travel	2 40
	$12 00

15 And thereafter, to wit, on the 9th day of December, A. D. 1882, came Finches, Lynde & Miller, and filed substitution of themselves as attorneys for the plaintiffs as follows:

Substitution of Attorneys.

Circuit Court of the United States, Western District of Wisconsin.

E. W. CARPENTER *et al. vs.* CITY OF WATERTOWN.

We hereby consent that Finches, Lynde and Miller be substituted in our place as attorneys for plaintiffs in above-entitled cause.
July 6th, 1878.

SMITH & STARK,
Pl'ffs' Att'ys.

And thereafter and on the 19th day of June, A. D. 1883, came the plaintiffs, by Finches, Lynde and Miller, their attorneys, and filed affidavit as follows, to wit:

Affidavit to Revive Cause, &c.

16 STATE OF WISCONSIN, }
County of Milwaukee, } *ss:*

Circuit Court of the United States, Western District of Wisconsin.

ELIJAH W. CARPENTER and EDWIN F. KNOWLTON, Plaintiffs,
vs.
CITY OF WATERTOWN, Defendant.

Benjamin K. Miller, being first duly sworn, deposes and says that the firm of Finches, Lynde & Miller are the attorneys of the plain-

tiffs in the above-entitled cause, and that he is a member of said firm and is the person who has had charge of the above-entitled cause; that the above cause was commenced on the 29th day of March, A. D. 1873, and a summons on that day issued; that on April 2d, 1873, the said summons so issued was attempted to be served and was returned by the marshal as served, but on June 19, 1873, the court made an order in the above cause, which set aside the alleged service, and ordered the clerk to return the summons to the said marshal to be served upon the defendant according to law; that on January 9, 1878, a so-called *alias* summons was issued and placed in the hands of the marshal; that on the 1st day of September, 1881, one of the above-named plaintiffs, to wit, Elijah W. Carpenter, departed this life, having first made his last will and testament wherein he appointed said plaintiff, Edwin F. Knowlton, executor thereof; that said last will and testament of Elijah W. Carpenter, deceased, was duly proved and admitted to probate in the Kings county surrogate court, at Brooklyn, Kings county, State of New York, and letters testamentary therein granted to said plaintiff, Edwin F. Knowlton, on the 16th day of November, 1881; and that heretofore, to wit, on the 13th day of December, 1881, a
17 copy of the letters testamentary so granted to the plaintiff, duly authenticated as required by law, was duly filed in the county court of Milwaukee county, State of Wisconsin, and that said Edwin F. Knowlton is now acting as such executor; that said Edwin F. Knowlton, as executor as aforesaid, is the successor in interest and to the interest of said Elijah W. Carpenter, deceased; that the causes of action upon which this suit was brought arise out of contracts, express, and survive; that no pleadings have as yet been filed in this cause and the defendant has not appeared in this action.

Wherefore this deponent prays that the court make an order in the above cause; that the above cause be revived and continued in favor of Edwin F. Knowlton, as executor of the last will and testament of Elijah W. Carpenter, deceased, and Edwin F. Knowlton individually, as plaintiffs, and against The City of Watertown, as defendant, and that all proceedings hereafter in this suit be taken in the name of the suit as revived by this order, and that the duly verified supplemental complaint herewith tendered be ordered to be filed as the complaint in this action as revived and stand in lieu of any other complaint, and that the clerk of this court be ordered and authorized to deliver to the marshal the summons in this action as revived, to be served by him upon the defendant according to law.

B. K. MILLER.

Subscribed and sworn to before me this 19th day of June, A. D. 1883.

[SEAL.]

GEO. P. MILLER,
Notary Public, Wisconsin.

council of said city passed July 30th, 1853, entitled "An ordinance to provide for the issuing of the city bonds voted by the city of Watertown in aid of the Milwaukee & Watertown railroad," and of an act of the Legislature of the State of Wisconsin entitled "An act to authorize the city of Watertown to aid in the construction of the Milwaukee and Watertown and the Watertown & Berlin railroads," approved March 25th, 1853, and also an act entitled "An act relating to the city of Watertown," approved July 13th, 1853.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

22 Fourth. That said defendant, The City of Watertown, on the first day of June, 1856, made, executed under seal, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$500. STATE OF WISCONSIN, *City of Watertown.* No. 79.

Bond.

Issued in aid of the Milwaukee & Watertown Railroad Company August 1st, A. D. 1853.

Know all men by these presents that the City of Watertown is justly indebted and promises to pay to Daniel Jones or bearer five hundred dollars on the first day of August, A. D. 1863, at the Bank of North America, in the city of New York, together with interest thereon at the rate of eight per centum per annum, payable semi-annually on the presentation and surrender of the annexed warrants at said bank. For the payment of principal and interest the faith and credit of the said city of Watertown are inviolably and irrevocably pledged.

This bond is issued in pursuance of an ordinance of the city council of said city passed July 30th, 1853, entitled "An ordinance to provide for the issuing of the city bonds voted by the city of Watertown in aid of the Milwaukee and Watertown railroad," and of an act of the Legislature of the State of Wisconsin entitled "An act to authorize the city of Watertown to aid in the construction of the Milwaukee & Watertown and the Watertown & Berlin rail-
23 roads," approved March 25th, 1853, and also an act entitled "An act relating to the city of Watertown," approved July 13th, 1853.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

$500 STATE OF WISCONSIN, *City of Watertown.* No. 88.

Bond.

Issued in aid of the Milwaukee & Watertown Railroad Company August 1st, A. D. 1853.

* * * at the Bank of North America, in the city of New York, together with interest thereon at the rate of eight per centum per annum, payable semi-annually on the presentation and surrender of the annexed warrants at said bank. For the payment of principal and interest the faith and credit of the said city of Watertown are inviolably and irrevocably pledged.

This bond is issued in pursuance of an ordinance of the city council of said city passed July 30th, 1853, entitled "An ordinance to provide for the issuing of the city bonds voted by the city of Watertown in aid of the Milwaukee & Watertown railroad," and of an act of the Legislature of the State of Wisconsin entitled "An act to authorize the city of Watertown to aid in the construction of the Milwaukee & Watertown and the Watertown & Berlin railroads," approved March 25th, 1853, and also an act entitled "An act relating to the city of Watertown," approved July 13th, 1853.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

Fifth. That said defendant, The City of Watertown, on the first day of June, 1856, made, executed under seal, issued, and de-
24 livered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk and was in the words and figures as follows, to wit:

$500. STATE OF WISCONSIN, *City of Watertown.* No. 90.

Bond.

Issued in aid of the Milwaukee & Watertown Railroad Company August 1st, A. D. 1853.

Know all men by these presents that the City of Watertown is justly indebted and promises to pay to Daniel Jones or bearer five hundred dollars on the first day of August, A. D. 1863, at the Bank of North America, in the city of New York, together with interest thereon at the rate of eight per centum per annum, payable semi-annually on the presentation and surrender of the annexed warrants at said bank. For the payment of principal and interest the faith and credit of the said city of Watertown are inviolably and irrevocably pledged.

This bond is issued in pursuance of an ordinance of the city council of said city passed July 30th, 1853, entitled "An ordinance to provide for the issuing of the city bonds voted by the city of Watertown in

aid of the Milwaukee & Watertown railroad," and of an act of the Legislature of the State of Wisconsin entitled "An act to authorize the city of Watertown to aid in the construction of the Milwaukee & Watertown and the Watertown & Berlin railroads," approved March 25th, 1853, and also an act entitled "An act relating to the city of Watertown," approved July 13th, —.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

25 Sixth. That said defendant, The City of Watertown, on the first day of June, 1856, made, executed under seal, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

"$100. STATE OF WISCONSIN, *City of Watertown.* No. 98.

Bond.

Issued in aid of the Milwaukee & Watertown Railroad Company August 1st, A. D. 1853.

Know all men by these presents that the City of Watertown is justly indebted and promises to pay to Daniel Jones or bearer one hundred dollars on the first day of August, A. D. 1863, at the Bank of North America, in the city of New York, together with interest thereon at the rate of eight per centum per annum, payable semi-annually on the presentation and surrender of the annexed warrants at said bank. For the payment of principal and interest the faith and credit of the said city of Watertown are inviolably and irrevocably pledged.

This bond is issued in pursuance of an ordinance of the city council of said city, passed July 30th, 1853, entitled "An ordinance to provide for the issuing of the city bonds voted by the city of Watertown in aid of the Milwaukee & Watertown railroad," and of an act of the Legislature of the State of Wisconsin entitled "An act to authorize the city of Watertown to aid in the construction of the Milwaukee & Watertown and the Watertown & Berlin rail-
26 roads," approved March 25th, 1853, and also an act entitled "An act relating to the city of Watertown," approved July 13th, 1853.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

Seventh. That said defendant, The City of Watertown, on the first day of June, 1856, made, executed under seal, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$100. STATE OF WISCONSIN, *City of Watertown.* No. 196.

Bond.

Issued in aid of the Milwaukee & Watertown Railroad Company August 1st, A. D. 1853.

Know all men by these presents that the City of Watertown is justly indebted and promises to pay to Daniel Jones or bearer one hundred dollars on the first day of August, A. D. 1863, at the Bank of North America, in the city of New York, together with interest thereon at the rate of eight per centum per annum, payable semi-annually on the presentation and surrender of the annexed warrants at said bank. For the payment of principal and interest the faith and credit of the said city of Watertown are inviolably and irrevocably pledged.

This bond is issued in pursuance of an ordinance of the city council of said city passed July 30th, 1853, entitled "An ordinance to provide for the issuing of the city bonds voted by the city of Watertown in aid of the Milwaukee & Watertown railroad," and of an act of the Legislature of the State of Wisconsin entitled "An act to authorize the city of Watertown to aid in the construction of the Milwaukee & Watertown and the Watertown & Berlin railroads," approved March 25th, 1853, and also an act entitled "An act relating to the city of Watertown," approved July 13th, 1858.

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WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

Eighth. That said defendant, The City of Watertown, on the first day of June, 1856, made, executed under seal, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

No. 133. UNITED STATES OF AMERICA. $1,000.

STATE OF WISCONSIN, *City of Watertown.*

Issued to aid in the construction of the Watertown and Madison R. R.

Know all men by these presents that the City of Watertown is justly indebted unto and promise to pay Wm. B. Hibbard or bearer the sum of one thousand dollars on the first day of Jan'y, A. D. 1877, at the Bank of North America, in the city of New York, together with interest thereon at the rate of eight per cent. per annum, payable semi-annually on presentation and surrender of the annexed interest warrants or coupons at said bank. For the payment of principal and interest the faith and credit of said city of Watertown are inviolably and irrevocably pledged.

28 This bond is one of a series of two hundred of the same amount, tenor, and date issued in conformity with an act of the Legislative Assembly of Wisconsin and ordinances of the city of Watertown.

In witness whereof the common council of the city of Watertown hath hereunto caused to be affixed the corporate seal of said city and these presents to be signed by the mayor and countersigned by the clerk of the common council of said city the first day of June, A. D. 1856.

[Seal of the City of Watertown, Wisconsin.]

WM. CHAPPELL, *Mayor.*
SAM'L BAIRD, *Clerk.*

Ninth. That said defendant, The City of Watertown, on the first day of June, 1856, made, executed under seal, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

No. 191. UNITED STATES OF AMERICA. $1,000.

STATE OF WISCONSIN, *City of Watertown.*

Issued to aid in the construction of the Watertown and Madison R. R.

Know all men by these presents that the City of Watertown is justly indebted unto and promises to pay Wm. B. Hibbard or bearer the sum of one thousand dollars on the first day of Jan'y, A. D. 1877, at the Bank of North America, in the city of New York, together with interest thereon at the rate of eight per cent. per annum, payable semi-annually on presentation and surrender of the
29 annexed interest warrants or coupons at said bank. For the payment of principal and interest the faith and credit of said city of Watertown are inviolably and irrevocably pledged.

This bond is one of a series of two hundred of the same amount, tenor, and date issued in conformity with an act of the Legislative Assembly of Wisconsin and ordinances of the city of Watertown.

In witness whereof the common council of the city of Watertown hath hereunto caused to be affixed the corporate seal of said city and these presents to be signed by the mayor and countersigned by the clerk of the common council of said city this first day of June, A. D. 1856.

[Seal of the City of Watertown, Wisconsin.]

WM. CHAPPELL, *Mayor.*
SAM'L BAIRD, *Clerk.*

Tenth. That after the said bonds with the coupons thereto attached had been issued in full conformity to law and before the maturity thereof the *the* plaintiff, Edwin F. Knowlton, and one Elijah W. Carpenter (since deceased) purchased said above bonds, with such

coupons annexed thereto, as are hereinafter specifically set out, for value and became the lawful owners and holders thereof.

Eleventh. That since the commencement of this suit, to wit, on the first day of September, A. D. 1881, said Elijah W. Carpenter died, having first made his last will and testament, wherein he appointed said plaintiff, Edwin F. Knowlton, executor thereof.

Twelfth. That said last will and testament of Elijah W. Carpenter, deceased, was duly proved and admitted to probate in the Kings county surrogate's court, at Brooklyn, Kings county, State of
29½ New York, and letters testamentary therein granted to said plaintiff, Edwin F. Knowlton, on the 16th day of November, 1881, and that prior to the revival of this suit, to wit, on the 13th day of December, 1881, a copy of the letters testamentary so granted to the plaintiff, duly authenticated, as required by law, were duly filed in the county court of Milwaukee county, in the State of Wisconsin.

Thirteenth. That the plaintiffs are now the owners and holders of said bonds above described and of all the coupons hereinafter set out.

30 Said plaintiffs further allege, as a first cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of January, 1858, at the Bank of North America, in the city of New York, on presentation hereof, being the interest due that day on bond of city, No. 133, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 133, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of January, 1858, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a second cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay,

which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of July, 1858, at the Bank of North America, in the city of New York, on presentation hereof, being the interest due that day on bond of city, No. 133, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 133, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of July, 1858, which said plaintiffs claim and demand judgment therefor.

31 Said plaintiffs further allege, as a third cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of January, 1859, at the Bank of North America, in the city of New York, on presentation hereof, being the interest due that day on bond of city, No. 133, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 133, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of January, 1859, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a fourth cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of July, 1859, at the Bank of North America, in the city of New York, on presentation hereof, being the interest due that day on bond of city, No. 133, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 133, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of July, 1859, which said plaintiffs claim and demand judgment therefor.

32 Said plaintiffs further allege, as a fifth cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of January, 1860, at the Bank of North America, in the city of New York, on presentation hereof, being the interest due that day on bond of city, No. 133, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 133, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of January, 1860, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a sixth cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of July, 1860, at the Bank of North America, in the city of New York, on presentation hereof, being the

interest due that day on bond of city, No. —, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 133, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of July, 1860, which said plaintiffs claim and demand judgment therefor.

33 Said plaintiffs further allege, as a 7th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of January, 1861, at the Bank of North America, in the city of New York, on presentation hereof, being the interest due that day on bond of city, No. 133, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 133, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of January, 1861, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as an 8th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of July, 1861, at the Bank of North America, in the city of New York, on presentation hereof, being the

interest due that day on bond of city, No. 133, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 133, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of July, 1861, which said plaintiffs claim and demand judgment therefor.

34 Said plaintiffs further allege, as a 9th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of January, 1862, at the Bank of North America, in the city of New York, on presentation hereof, being the interest due that day on bond of city, No. 133, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 133, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of January, 1862, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 10th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of July, 1862, at the Bank of North America, in the city of New York, on presentation hereof, being the

interest due that day on bond of city, No. 133, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 133, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of July, 1862, which said plaintiffs claim and demand judgment therefor.

35 Said plaintiffs further allege, as a 11th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of January, 1863, at the Bank of North America, in the city of New York, on presentation hereof, being the interest due that day on bond of city, No. 133, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 133, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of January, 1863, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 12th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of July, 1863, at the Bank of North America, in the city of New York, on presentation hereof, being the

interest due that day on bond of city, No. 133, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 133, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of July, 1863, which said plaintiffs claim and demand judgment therefor.

36 Said plaintiffs further allege, as a 13th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of January, 1864, at the Bank of North America, in the city of New York, on presentation hereof, being the interest due that day on bond of city, No. 133, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 133, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of January, 1864, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 14th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of July, 1864, at the Bank of North America, in the city of New York, on presentation hereof, being the

interest due that day on bond of city, No. 133, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 133, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of July, 1864, which said plaintiffs claim and demand judgment therefor.

37 The said plaintiffs further allege, as a 15th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of January, 1865, at the Bank of North America, in the city of New York, on presentation hereof, being the interest due that day on bond of city, No. 133, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 133, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of January, 1865, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a sixteenth cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of July, 1865, at the Bank of North America, in the city of New York, on presentation hereof, being the

interest due that day on bond of city, No. 133, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 133, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of July, 1865, which said plaintiffs claim and demand judgment therefor.

38 Said plaintiffs further allege, as a 17th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of January, 1866, at the Bank of North America, in the city of New York, on presentation hereof, being the interest due that day on bond of city, No. 133, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 133, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of January, 1866, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 18th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of July, 1866, at the Bank of North America, in the city of New York, on presentation hereof, being the

interest due that day on bond of city, No. 133, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 133, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of July, 1866, which said plaintiffs claim and demand judgment therefor.

39 Said plaintiffs further allege, as a 19th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of January, 1867, at the Bank of North America, in the city of New York, on presentation hereof, being the interest due that day on bond of city, No. 133, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 133, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of January, 1867, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 20th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of July, 1867, at the Bank of North America, in the city of New York, on presentation hereof, being the

interest due that day on bond of city, No. 133, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 133, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of July, 1867, which said plaintiffs claim and demand judgment therefor.

40 Said plaintiffs further allege, as a 21st cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of January, 1868, at the bank of North America, in the city of New York, on presentation hereof, being the interest due that day on bond of city, No. 133, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 133, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of January, 1868, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 22nd cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of July, 1868, at the Bank of North America, in the city of New York, on presentation hereof, being the

interest due that day on bond of city, No. 133, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 133, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of July, 1868, which said plaintiffs claim and demand judgment therefor.

41 Said plaintiffs further allege, as a 23rd cause of action against said defendant, the City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of January, 1869, at the Bank of North America, in the city of New York, on presentation hereof, being the interest due that day on bond of city, No. 133, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 133, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of January, 1869, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 24th cause of action against said defendant, the City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of July, 1869, at the Bank of North America, in the city of New York, on presentation hereof, being the

interest due that day on bond of city, No. 133, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 133, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of July, 1869, which said plaintiffs claim and demand judgment therefor.

42 Said plaintiffs further allege, as a 25th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of January, 1870, at the Bank of North America, in the city of New York, on presentation hereof, being the interest due that day on bond of city, No. 133, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 133, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of January, 1870, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 26th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of July, 1870, at the Bank of North America, in the city of New York, on presentation hereof, being the

interest due that day on bond of city, No. 133, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 133, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of July, 1870, which said plaintiffs claim and demand judgment therefor.

43 Said plaintiffs further allege, as a 27th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of January, 1871, at the Bank of North America, in the city of New York, on presentation hereof, being the interest due that day on bond of city, No. 133, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 133, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of January, 1871, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 28th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of July, 1871, at the Bank of North America, in the city of New York, on presentation hereof, being the

interest due that day on bond of city, No. 133, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 133, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of July, 1871, which said plaintiffs claim and demand judgment therefor.

44 Said plaintiffs further allege, as a 29th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of January, 1872, at the Bank of North America, in the city of New York, on presentation hereof, being the interest due that day on bond of city, No. 133, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 133, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of January, 1872, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 30th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of July, 1872, at the Bank of North America, in the city of New York, on presentation hereof, being the

interest due that day on bond of city, No. 133, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 133, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of July, 1872, which said plaintiffs claim and demand judgment therefor.

45 Said plaintiffs further allege, as a 31st cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of January, 1873, at the Bank of North America, in the city of New York, on presentation hereof, being the interest due that day on bond of city, No. 133, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 133, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of January, 1873, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 32nd cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of July, 1858, at the Bank of North America, in the city of New York, on presentation hereof, being the

interest due that day on bond of city, No. 191, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 191, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of July, 1858, which said plaintiffs claim and demand judgment therefor.

46 Said plaintiffs further allege, as a 33rd cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of January, 1859, at the Bank of North America, in the city of New York, on presentation hereof, being the interest due that day on bond of city, No. 191, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 191, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of January, 1859, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 34th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of July, 1859, at the Bank of North America, in the city of New York, on presentation hereof, being the

interest due that day on bond of city, No. 191, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 191, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of July, 1859, which said plaintiffs claim and demand judgment therefor.

47 Said plaintiffs further allege, as a 35th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of January, 1860, at the Bank of North America, in the city of New York, on presentation hereof, being the interest due that day on bond of city, No. 191, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 191, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of January, 1860, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 36th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures, as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of July, 1860, at the Bank of North America, in the city of New York, on presentation hereof, being the

interest due that day on bond of city, No. 191, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 191, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of July, 1860, which said plaintiffs claim and demand judgment therefor.

48 Said plaintiffs further allege, as a 37th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of January, 1861, at the Bank of North America, in the city of New York, on presentation hereof, being the interest due that day on bond of city, No. 191, issued to aid the Watertown and Madison railroad.

WM. CHAPIN, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 191, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupons; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of January, 1861, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 38th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of July, 1861, at the Bank of North America, in the city of New York, on presentation hereof, being the

interest due that day on bond of city, No. 191, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 191, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupons; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of July, 1861, which said plaintiffs claim and demand judgment therefor.

49 Said plaintiffs further allege, as a 39th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of January, 1862, at the Bank of North America, in the city of New York, on presentation hereof, being the interest due that day on bond of city, No. 191, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 191, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of January, 1862, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 40th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of July, 1862, at the Bank of North America, in the city of New York, on presentation hereof, being the

interest due that day on bond of city, No. 191, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 191, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of July, 1862, which said plaintiffs claim and demand judgment therefor.

50 Said plaintiffs further allege, as a 41st cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of January, 1863, at the Bank of North America, in the city of New York, on presentation hereof, being the interest due that day on bond of city, No. 191, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 191, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent per annum, from the first day of January, 1863, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 42nd cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of July, 1863, at the Bank of North America, in the city of New York, on presentation hereof, being the

interest due that day on bond of city, No. 191, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 191, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of July, 1863, which said plaintiffs claim and demand judgment therefor.

51 Said plaintiffs further allege, as a 43rd cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of January, 1864, at the Bank of North America, in the city of New York, on presentation hereof, being the interest due that day on bond of city, No. 191, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 191, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of January, 1864, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 44th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of July, 1864, at the Bank of North America, in the city of New York, on presentation hereof, being the

interest due that day on bond of city, No. 191, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 191, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of July, 1864, which said plaintiffs claim and demand judgment therefor.

52 Said plaintiffs further allege, as a 45th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of January, 1865, at the Bank of North America, in the city of New York, on presentation hereof, being the interest due that day on bond of city, No. 191, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 191, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of January, 1865, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 46th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of July 1865, at the Bank of North America, in the city of New York, on presentation hereof, being the

interest due that day on bond of city, No. 191, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 191, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of July, 1865, which said plaintiffs claim and demand judgment therefor.

53 Said plaintiffs further allege, as a 47th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of January, 1866, at the Bank of North America, in the city of New York, on presentation hereof, being the interest due that day on bond of city, No. 191, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 191, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of January, 1866, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 48th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of July, 1866, at the Bank of North America, in the city of New York, on presentation hereof, being the

interest due that day on bond of city, No. 191, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 191, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of July, 1866, which said plaintiffs claim and demand judgment therefor.

54 Said plaintiffs further allege, as a 49th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of January, 1867, at the Bank of North America, in the city of New York, on presentation hereof, being the interest due that day on bond of city, No. 191, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 191, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of January, 1867, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 50th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of July, 1867, at the Bank of North America, in the city of New York, on presentation hereof, being the

interest due that day on bond of city, No. 191, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 191, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of July, 1867, which said plaintiffs claim and demand judgment therefor.

55 Said plaintiffs further allege, as a 51st cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of January, 1868, at the Bank of North America, in the city of New York, on presentation hereof, being the interest due that day on bond of city, No. 191, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 191, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of January, 1868, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 52nd cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of July, 1868, at the Bank of North America, in the city of New York, on presentation hereof, being the

interest due that day on bond of city, No. 191, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 191, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of July, 1868, which said plaintiffs claim and demand judgment therefor.

56 Said plaintiffs further allege, as a 53rd cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of January, 1869, at the Bank of North America, in the city of New York, on presentation hereof, being the interest due that day on bond of city, No. 191, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 191, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of January, 1869, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 54th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of July, 1869, at the Bank of North America, in the city of New York, on presentation hereof, being the

interest due that day on bond of city, No. 191, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 191, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of July, 1869, which said plaintiffs claim and demand judgment therefor.

57 Said plaintiffs further allege, as a 55th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of January, 1870, at the Bank of North America, in the city of New York, on presentation hereof, being the interest due that day on bond of city, No. 191, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 191, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of January, 1870, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 56th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of July, 1870, at the Bank of North America, in the city of New York, on presentation hereof, being the

interest due that day on bond of city, No. 191, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 191, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of July, 1870, which said plaintiffs claim and demand judgment therefor.

58 Said plaintiffs further allege, as a 57th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of January, 1871, at the Bank of North America, in the city of New York, on presentation hereof, being the interest due that day on bond of city, No. 191, issued to aid the Watertown and Madison Railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 191, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of January, 1871, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 58th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of July, 1871, at the Bank of North America, in the city of New York, on presentation hereof, being the

interest due that day on bond of city, No. 191, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 191, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent, per annum, from the first day of July, 1871, which said plaintiffs claim and demand judgment therefor.

59 Said plaintiffs further allege, as a 59th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of January, 1872, at the Bank of North America, in the city of New York, on presentation hereof, being the interest due that day on bond of city, No. 191, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 191, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of January, 1872, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 60th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of July, 1872, at the Bank of North America, in the city of New York, on presentation hereof, being the

interest due that day on bond of city, No. 191, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 191, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of July, 1872, which said plaintiffs claim and demand judgment therefor.

60 Said plaintiffs further allege, as a 61st cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. The City of Watertown will pay to the holder hereof forty dollars on the first day of January, 1873, at the Bank of North America, in the city of New York, on presentation hereof, being the interest due that day on bond of city, No. 191, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 191, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of January, 1873, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 62nd cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. No. 9.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York,

forty dollars on the first day of February, 1858, being the interest due on that day on bond of city, No. 23, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 23, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of February, 1858, which said plaintiffs claim and demand judgment therefor.

61 Said plaintiffs further allege, as a 63rd cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. No. 10.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, forty dollars on the first day of August, 1858, being the interest due on that day on bond of city, No. 23, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 23, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1858, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 64th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. No. 11.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, forty dollars on the first day of February, 1859, being the interest due on that day on bond of city, No. 23, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 23, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of February, 1859, which said plaintiffs claim and demand judgment therefor.

62 Said plaintiffs further allege, as a 65th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. No. 12.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, forty dollars on the first day of August, 1859, being the interest due on that day on bond of city, No. 23, issued in behalf — the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 23, above more specifically set forth; that the plaintiffs are lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1859, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 66th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. No. 13.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, forty dollars on the first day of February, 1860, being the interest due on that day on bond of city, No. 23, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor*,
I. G. PEASE, *Clerk*.

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 23, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of February, 1860, which said plaintiffs claim and demand judgment therefor.

63 Said plaintiffs further allege, as a 67th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. No. 14.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, forty dollars on the first day of August, 1860, being the interest due on that day on bond of city, No. 23, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor*.
I. G. PEASE, *Clerk*.

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 23, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at s ven per cent. per annum, from the first day of August, 1860, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 68th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. No. 15.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, forty dollars on the first day of February, 1861, being the interest due on that day on bond of city, No. 23, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 23, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of February, 1861, which said plaintiffs claim and demand judgment therefor.

64 Said plaintiffs further allege, as a 69th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. No. 16.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, forty dollars on the first day of August, 1861, being the interest due on that day on bond of city, No. 23, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 23, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1861, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 70th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. No. 17.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, forty dollars on the first day February, 1862, being the interest due on that day on bond of city, No. 23, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 23, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of February, 1862, which said plaintiffs claim and demand judgment therefor.

65 Said plaintiffs further allege, as a 71st cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. No. 18.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, forty dollars on the first day of August, 1862, being the interest due on that day on bond of city, No. 23, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 23, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1862, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 72d cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. No. 19.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, forty dollars on the first day of February, 1863, being the interest due on that day on bond of city, No. 23, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 23, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of February, 1863, which said plaintiffs claim and demand judgment therefor.

66 Said plaintiffs further allege, as a 73rd cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$20.00. No. 9.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of *of* February, 1858, being the interest due on that day on bond of city, No. 90, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 90, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per cent. per annum, from the first day of February, 1858, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 74th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$20.00. No. 10.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of August, 1858, being the interest due on that day on bond of city, No. 90, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 90, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1858, which said plaintiffs claim and demand judgment therefor.

67 Said plaintiffs further allege, as a 75th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$20.00. No. 11.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of February, 1859, being the interest due on that day on bond of city, No. 90, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 90, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per cent. per annum, from the first day of February, 1859, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege as a 76th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$20.00. No. 12.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of August, 1859, being the interest due on that day on bond of city, No. 90, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 90, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per centum per annum, from the first day of August, 1859, which said plaintiffs claim and demand judgment therefor.

68 Said plaintiffs further allege, as a 77th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$20.00. No. 13.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of February, 1860, being the interest due on that day on bond of city, No. 90, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 90, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per cent. per annum, from the first day of February, 1860, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 78th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$20.00. No. 14.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of August, 1860, being the interest due on that day on bond of city, No. 90, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 90, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1860, which said plaintiffs claim and demand judgment therefor.

69 Said plaintiffs further allege, as a 79th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$20.00. No. 15.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of February, 1861, being the interest due on that day on bond of city, No. 90, issued in behalf of the Watertown and Madison raiload.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 90, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupons; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per cent. per annum, from the first day of February, 1861, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as an 80th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$20.00. No. 16.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of August, 1861, being the interest due on that day on bond of city, No. 90, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 90, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1861, which said plaintiffs claim and demand judgment therefor.

70 Said plaintiffs further allege, as an 81st cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$20.00. No. 17.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of February, 1862, being the interest due on that day on bond of city, No. 90, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 90, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per cent. per annum, from the first day of February, 1862, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as an 82nd cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$20.00. No. 18.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of August, 1862, being the interest due on that day on bond of city, No. 90, issued in behalf of the Watertown and Madison railroad.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 90, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1862, which said plaintiffs claim and demand judgment therefor.

71 Said plaintiffs further allege, as an 83rd cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$20.00. No. 19.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of February, 1863, being the interest due on that day on bond of city, No. 90, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS. *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 90, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per cent. per annum, from the first day of February, 1863, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as an 84th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$20.00. No. 20.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of August, 1863, being the interest due on that day on bond of city, No. 90, issued in behalf of the Watertown and Madison railroad.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 90, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1863, which said plaintiffs claim and demand judgment therefor.

72 Said plaintiffs further allege, as an 85th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$20.00. No. 9.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of February, 1858, being the interest due on that day on bond of city, No. 88, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 88, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per cent. per annum, from the first day of February, 1858, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as an 86th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$20.00. No. 10.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of August, 1858, being the interest due on that day on bond of city, No. 88, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 88, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per cent. per annum, from the first day of August 1858, which said plaintiffs claim and demand judgment therefor.

73 Said plaintiffs further allege, as an 87th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$20.00. No. 11.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of February, 1859, being the interest due on that day on bond of city, No. 88, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 88, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per cent. per annum, from the first day of February, 1859, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as an 88th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$20.00. No. 12.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of August, 1859, being the interest due on that day on bond of city, No. 88, issued in behalf of the Watertown and Madison Railroad Company.

W. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 88, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1859, which said plaintiffs claim and demand judgment therefor.

74 Said plaintiffs further allege, as an 89th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$20.00. No. 13.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of February, 1860, being the interest due on that day on bond of city, No. 88, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 88, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per cent. per annum, from the first day of February, 1860, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 90th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$20.00. No. 14.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of August, 1860, being the interest due on that day on bond of city, No. 88, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 88, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1860, which said plaintiffs claim and demand judgment therefor.

75 Said plaintiffs further allege, as a 91st cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$20.00. No. 15.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of February, 1861, being the interest due on that day on bond of city, No. 88, issued on behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 88, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per cent. per annum, from the first day of February, 1861, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 92nd cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$20.00. No. 16.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of August, 1861, being the interest due on that day on bond of city, No. 88, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 88, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1861, which said plaintiffs claim and demand judgment therefor.

76 Said plaintiffs further allege, as a 93rd cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$20.00. No. 17.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of February, 1862, being the interest due on that day on bond of city, No. 88, issued in behalf of the Watertown and Madison railroad.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 88, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per cent. per annum, from the first day of February, 1862, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 94th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$20.00. No. 18.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of August, 1862, being the interest due on that day on bond of city, No. 88, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 88, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1862, which said plaintiffs claim and demand judgment therefor.

77 Said plaintiffs further allege, as a 95th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$20.00. No. 19.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of February, 1863, being the interest due on that day on bond of city, No. 88, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 88, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per cent. per annum, from the first day of February, 1863, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 96th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$20.00. No. 20.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of August, 1863, being the interest due on that day on bond of city, No. 88, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 88, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1863, which said plaintiffs claim and demand judgment therefor.

78 Said plaintiffs further allege, as a 97th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$20.00. No. 9.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of February, 1858, being the interest due on that day on bond of city, no 79, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 79, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per cent. per annum, from the first day of February, 1858, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 98th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$20.00. No. 10.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of August, 1858, being the interest due on that day on bond of city, No. 79, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 79, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per cent. per annum, from the first day of Augsut, 1858, which said plaintiffs claim and demand judgment therefor.

79 Said plaintiffs further allege, as a 99th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$20.00. No. 11.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of February, 1859, being the interest due on that day on bond of city, No. 79, issued in behalf — the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 79, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per cent. per annum, from the first day of February, 1859, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 100th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$20.00. No. 12.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of August, 1859, being the interest due on that day on bond of city, No. 79, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 79, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1859, which said plaintiffs claim and demand judgment therefor.

80 Said plaintiffs further allege, as a 101st cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$20.00. No. 13.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of February, 1860, being the interest due on that day on bond of city, No. 79, issued in behalf — the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 79, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per cent. per annum, from the first day of February, 1860, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 102nd cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$20.00. No. 14.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of August, 1860, being the interest due on that day on bond of city, No. 79, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 79, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1860, which said plaintiffs claim and demand judgment therefor.

81 Said plaintiffs further allege as a 103rd cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$20.00. No. 15.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of February, 1861, being the interest due on that day on bond of city, No. 79, issued in behalf of the Watertown and Madison railroad.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 79, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per cent. per annum, from the first day of February, 1861, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege as a 104th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in words and figures as follows, to wit:

$20.00. No. 16.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of August, 1861, being the interest due on that day on bond of city, No. 79, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 79, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there are now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1861, which said plaintiffs claim and demand judgment therefor.

82 Said plaintiffs further allege, as a 105th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$20.00. No. 17.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of February, 1862, being the interest due on that day on bond of city, No. 79, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 79, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per cent. per annum, from the first day of February, 1862, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 106th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$20.00. No. 18.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of August, 1862, being the interest due on that day on bond of city, No. 79, issued in behalf of the Watertown and Madison railroad.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 79, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1862, which said plaintiffs claim and demand judgment therefor.

83 Said plaintiffs further allege, as a 107th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$20.00. No. 19.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of February, 1863, being the interest due on that day on bond of city, No. 79, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 79, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per cent. per annum, from the first day of February, 1863, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 108th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$20.00. No. 20.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, twenty dollars on the first day of August, 1863, being the interest due on that day on bond of city, No. 79, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 79, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of twenty dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1863, which said plaintiffs claim and demand judgment therefor.

84 Said plaintiffs further allege, as a 109th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$4.00. No. 9.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, four dollars on the first day of February, 1858, on presentation hereof, being the interest due on that day on bond of city, No. 196, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 196, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of four dollars, with interest thereupon, at seven per cent. per annum, from the first day of February, 1858, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 110th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$4.00. No. 10.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, four dollars on the first day of August, 1858, being the interest due on that day on bond of city, No. 196, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 196, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of four dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1858, which said plaintiffs claim and demand judgment therefor.

85 Said plaintiffs further allege, as a 111th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$4.00. No. 11.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, four dollars on the first day of February, 1859, being the interest due on that day on bond of city, No. 196, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 196, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of four dollars, with interest thereupon, at seven per cent. per annum, from the first day of February, 1859, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 112th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$4.00. No. 12.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, four dollars on the first day of August, 1859, being the interest due on that day on bond of city, No. 196, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 196, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of four dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1859, which said plaintiffs claim and demand judgment therefor.

86 Said plaintiffs further allege, as a 113th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$4.00 No. 13.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, four dollars on the first day of February, 1860, being the interest due on that day on bond of city, No. 196, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 196, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of four dollars, with interest thereupon, at seven per cent. per annum, from the first day of February, 1860, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 114th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$4.00. No. 14.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, four dollars on the first day of August, 1860, being the interest due on that day on bond of city, No. 196, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 196, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of four dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1860, which said plaintiffs claim and demand judgment therefor.

87 Said plaintiffs further allege, as a 115th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$4.00. No. 15.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, four dollars on the first day of February, 1861, being the interest due on that day on bond of city, No. 196, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 196, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of four dollars, with interest thereupon, at seven per cent. per annum, from the first day of February, 1861, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 116th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$4.00. No. 16.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, four dollars on the first day of August, 1861, being the interest due on that day on bond of city, No. 196, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 196, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of four dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1861, which said plaintiffs claim and demand judgment therefor.

88 Said plaintiffs further allege, as a 117th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$4.00. No. 17.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, four dollars on the first day of February, 1862, being the interest due on that day on bond of city, No. 196, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 196, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of four dollars, with interest thereupon, at seven per cent. per annum, from the first day of February, 1862, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 118th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$4.00. No. 18.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, four dollars on the first day of August, 1862, being the interest due on that day on bond of city, No. 196, issued to aid the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 196, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of four dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1862, which said plaintiffs claim and demand judgment therefcr.

89 Said plaintiffs further allege, as a 119th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$4.00. No. 19.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, four dollars on the first day of February, 1863, being the interest due on that day on bond of city, No. 196, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 196, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of four dollars, with interest thereupon, at seven per cent. per annum, from the first day of February, 1863, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as the 120th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$4.00. No. 20.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, four dollars on the first day of August, 1863, being the interest due on that day on bond of city, No. 196, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 196, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of four dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1863, which said plaintiffs claim and demand judgment therefor.

90 Said plaintiffs further allege, as a 121st cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$4.00. No. 10.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, four dollars on the first day of August, 1858, being the interest due on that day on bond of city, No. 98, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 98, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of four dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1858, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 122nd cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$4.00. No. 11.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, four dollars on the first day of February, 1859, being the interest due on that day on bond of city, No. 98, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 98, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of four dollars, with interest thereupon, at seven per cent. per annum, from the first day of February, 1859, which said plaintiffs claim and demand judgment therefor.

91 Said plaintiffs further allege, as a 123rd cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$4.00. No. 12.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, four dollars on the first day of August, 1859, being the interest due on that day on bond of city, No. 98, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 98, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of four dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1859, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 124th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$4.00. No. 13.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, four dollars on the first day of February, 1860, being the interest due on that day on bond of city, No. 98, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 98, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of four dollars, with interest thereupon, at seven per cent. per annum, from the first day of February, 1860, which said plaintiffs claim and demand judgment therefor.

92 Said plaintiffs further allege, as a 125th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$4.00. No. 14.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, four dollars on the first day of August, 1860, being the interest due on that day on bond of city, No. 98, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 98, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of four dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1860, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 126th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$4.00. No. 15.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, four dollars on the first day of February, 1861, being the interest due on that day on bond of city, No. 98, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 98, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of four dollars, with interest thereupon, at seven per cent. per annum, from the first day of February, 1861, which said plaintiffs claim and demand judgment therefor.

93 Said plaintiffs further allege, as a 127th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$4.00. No. 16.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, four dollars on the first day of August, 1861, being the interest due on that day on bond of city, No. 98, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 98, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of four dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1861, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 128th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$4.00. No. 17.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, four dollars on the first day of February, 1862, being the interest due that day on bond of city, No. 98, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 98, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of four dollars, with interest thereupon, at seven per cent. per annum, from the first day of February, 1862, which said plaintiffs claim and demand judgment therefor.

94 Said plaintiffs further allege, as a 129th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$4.00. No. 18.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, four dollars on the first day of August, 1862, being the interest due on that day on bond of city, No. 98, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 98, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of four dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1862, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 130th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$4.00. No. 19.

The treasurer of the city of Watertown will pay Daniel Jones or bearer at the Bank of North America, in the city of New York, four dollars on the first day of February, 1863, being the interest due on that day on bond of city, No. 98, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 98, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of four dollars, with interest thereupon, at seven per cent. per annum, from the first day of February, 1863, which said plaintiffs claim and demand judgment therefor.

95 Said plaintiffs further allege, as a 131st cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$4.00. No. 20.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, four dollars on the first day of August, 1863, being the interest due on that day on bond of city, No. 98, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 98, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of four dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1863, which said plaintiffs claim and demand judgment therefor.

Said plaintiffs further allege, as a 131*a* cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$40.00. No. 20.

The treasurer of the city of Watertown will pay Daniel Jones or bearer, at the Bank of North America, in the city of New York, forty dollars on the first day of August, 1863, being the interest due on that day on bond of city, No. 23, issued in behalf of the Watertown and Madison Railroad Company.

WM. M. DENNIS, *Mayor.*
I. G. PEASE, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 23, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1863, which said plaintiffs claim and demand judgment therefor.

96 Said plaintiffs further allege, as a 131st cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, The City of Watertown, on the first day of June, A. D. 1856, made, executed, issued, and delivered, in full conformity to law, its certain written obligation or promise to pay, which, before delivery, was signed by its mayor and by its clerk, and was in the words and figures as follows, to wit:

$4.00. The City of Watertown will pay Daniel Jones or bearer at the Bank of North America, in the city of New York, four dollars on the first day of February, 1858, on presentation hereof, being the interest due that day on bond of city, No. 196, issued to aid the Watertown and Madison railroad.

WM. CHAPPELL, *Mayor.*
S. BAIRD, *Clerk.*

That the said obligation above set forth is an interest warrant or coupon annexed to bond No. 196, above more specifically set forth; that the plaintiffs are the lawful owners and holders of said coupon; that defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of forty dollars, with interest thereupon, at seven per cent. per annum, from the first day of January, 1858, which said plaintiffs claim and demand judgment therefor.

97 Said plaintiffs further allege, as a 132nd cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, on or about the first day of August, 1853, made and executed, under its corporate seal, signed by its mayor and countersigned by its clerk, its negotiable bond, No. 23, bearing date on that day, wherein and whereby, for value received, it promised to pay to Daniel Jones or bearer one thousand dollars, at the Bank of North America, in the city of New York, on the first day of August,

1863, together with interest thereon, at the rate of 8 per ct. per annum, payable semi-annually on presentation of the interest warrants or coupons thereto annexed.

That a true copy of said bond No. 23 is above set out in full.

That said bond was, at about the date thereof, delivered by said defendant to the payee therein named, and the same was afterwards and before the maturity thereof sold for value, by said payee, in the money market of the country, and that said bond was afterwards sold and delivered by the bearer and owner thereof to the plaintiffs, who are now its lawful owners and holders; that said defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of one thousand dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1863, which said plaintiffs claim and demand judgment therefor.

98 Said plaintiffs further allege, as a 133rd cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, on or about the first day of August, 1853, made and executed, under its corporate seal, signed by its mayor and countersigned by its clerk, its negotiable bond, No. 98, bearing date on that day, wherein and whereby, for value received, it promised to pay to Daniel Jones or bearer one hundred dollars, at the Bank of North America, in the city of New York, on the first day of August, 1863, together with interest thereon, at the rate of 8 per ct. per annum, payable semi-annually on presentation of the interest warrants or coupons thereto annexed.

That a true copy of said bond No. 98 is above set out in full.

That said bond was, at about the date thereof, delivered by said defendant to the payee therein named, and the same was afterwards and before the maturity thereof sold for value, by said payee, in the money market of the country, and that said bond was afterwards sold and delivered by the bearer and owner thereof to the plaintiffs, who are now its lawful owners and holders; that said defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of one hundred dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1863, which said plaintiffs claim and demand judgment therefor.

99 Said plaintiffs further allege, as a 134th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, on or about the first day of August, 1853, made and executed, under its corporate seal, signed by its mayor and countersigned by its clerk, its negotiable bond, No. 90, bearing date on that day, wherein and whereby, for value received, it promised to pay to Daniel Jones or bearer five hundred dollars, at the Bank of North America, in the city of New York, on the first day of August, 1863, together with the interest thereon, at the rate of 8 per ct. per annum, payable semi-annually on presentation of the interest warrants or coupons thereto annexed.

That a true copy of said bond No. 90 is above set out in full.

That said bond was, at about the date thereof, delivered by said defendant to the payee therein named, and the same was afterwards and before the maturity thereof sold for value, by said payee, in the money market of the country, and that said bond was afterwards sold and delivered by the bearer and owner thereof to the plaintiffs, who are now its lawful owners and holders; that said defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of five hundred dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1863, which said plaintiffs claim and demand judgment therefor.

100 Said plaintiffs further allege, as a 135th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, on about the first day of August, 1853, made and executed, under its corporate seal, signed by its mayor and countersigned by its clerk, its negotiable bond, No. 88, bearing date on that day, wherein and whereby, for value received, it promised to pay to Daniel Jones or bearer five hundred dollars, at the Bank of North America, in the city of New York, on the first day of August, 1863, together with interest thereon, at the rate of 8 per ct. per annum, payable semi-annually on presentation of the interest warrants or coupons thereto annexed.

That a true copy of said bond No. 88 is above set out in full.

That said bond was, at about the date thereof, delivered by said defendant to the payee therein named, and the same was afterwards and before the maturity thereof sold for value, by said payee, in the money market of the country, and that said bond was afterwards sold and delivered by the bearer and owner thereof to the plaintiffs, who are now its lawful owners and holders; that said defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of five hundred dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1863, which said plaintiffs claim and demand judgment therefor.

101 Said plaintiffs further allege, as a 136th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, on or about the first day of August, 1853, made and executed, under its corporate seal, signed by its mayor and countersigned by its clerk, its negotiable bond, No. 79, bearing date on that day, wherein and whereby, for value received, it promised to pay to Daniel Jones or bearer five hundred dollars, at the Bank of North America, in the city of New York, on the first day of August, 1863, together with interest thereon, at the rate of 8 per ct. per annum, payable semi-annually on presentation of the interest warrants or coupons thereto annexed.

That a true copy of said bond No. 79 is above set out in full.

That said bond was, at about the date thereof, delivered by said defendant to the payee therein named, and the same was afterwards

and before the maturity thereof sold for value, by said payee, in the money market of the country, and that said bond was afterwards sold and delivered by the bearer and owner thereof to the plaintiffs, who are now its lawful owners and holders; that said defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of five hundred dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1863, which said plaintiffs claim and demand judgment therefor.

102 Said plaintiffs further allege, as a 137th cause of action against said defendant, The City of Watertown, as follows, to wit:

That said defendant, on or about the first day of August, 1853, made and executed, under its corporate seal, signed by its mayor and countersigned by its clerk, its negotiable bond, No. 196, bearing date on that day, wherein and whereby, for value received, it promised to pay to Daniel Jones or bearer one hundred dollars, at the Bank of North America, in the city of New York, on the first day of August, 1863, together with interest thereon, at the rate of 8 per ct. per annum, payable semi-annually on presentation of the interest warrants or coupons thereto annexed.

That a true copy of said bond No. 196 is above set out in full.

That said bond was, at about the date thereof, delivered by said defendant to the payee therein named, and the same was afterwards and before the maturity thereof sold for value, by said payee, in the money market of the country, and that said bond was afterwards sold and delivered by the bearer and owner thereof to the plaintiffs, who are now its lawful owners and holders; that said defendant has not paid the same, and that there is now due to the plaintiffs thereon from the defendant the sum of one hundred dollars, with interest thereupon, at seven per cent. per annum, from the first day of August, 1863, which said plaintiffs claim and demand judgment therefor.

103 Wherefore plaintiffs demand judgment against defendant, The City of Watertown, as follows, to wit:

For $40,	with interest	at 7 per ct.	from	Jan'y 1st,	1858.
"	"	"		July "	1858.
"	"	"		Jan'y "	1859.
"	"	"		July "	1859.
"	"	"		Jan'y "	1860.
"	"	"		July "	1860.
"	"	"		Jan'y "	1861.
"	"	"		July "	1861.
"	"	"		Jan'y "	1862.
"	"	"		July "	1862.
"	"	"		Jan'y "	1863.
"	"	"		July "	1863.
"	"	"		Jan'y "	1864.
"	"	"		July "	1864.
"	"	"		Jan'y "	1865.

For $40, with interest at 7 per ct. from July 1st, 1865.
" " " Jan'y " 1866.
" " " July " 1866.
" " " Jan'y " 1867.
" " " July " 1867.
" " " Jan'y " 1868.
" " " July " 1868.
" " " Jan'y " 1869.
" " " July " 1869.
" " " Jan'y " 1870.
" " " July " 1870.
" " " Jan'y " 1871.

104 For $40, with interest at 7 per ct. from July 1st, 1871.
" " " Jan'y " 1872.
For $40, with interest at 7 per ct. from July 1st, 1872.
" " " Jan'y " 1873.
For $40, with interest at 7 per ct. from July 1st, 1858.
" " " Jan'y " 1859.
" " " July " 1859.
" " " Jan'y " 1860.
" " " July " 1860.
" " " Jan'y " 1861.
" " " July " 1861.
" " " Jan'y " 1862.
" " " July " 1862.
" " " Jan'y " 1863.
" " " July " 1863.
" " " Jan'y " 1864.
" " " July " 1864.
" " " Jan'y " 1865.
" " " July " 1865.
" " " Jan'y " 1866.
" " " July " 1866.
" " " Jan'y " 1867.
" " " July " 1867.
" " " Jan'y " 1868.
" " " July " 1868.
" " " Jan'y " 1869.
" " " July " 1869.
" " " Jan'y " 1870.
" " " July " 1870.

105 For $40, with interest at 7 per ct. from Jan'y 1st, 1871.
" " " July " 1871.
For $40, with interest at 7 per ct. from Jan'y 1st, 1872.
" " " July " 1872.
" " " Jan'y " 1873.
For $40, with interest at 7 per ct. from Feb'y 1st, 1858.
" " " August " 1858.
" " " Feb'y " 1859.
" " " August " 1859.
" " " Feb'y " 1860.

For $40, with interest at 7 per ct. from August 1st, 1860.
" " " Feb'y " 1861.
" " " August " 1861.
" " " Feb'y " 1862.
" " " August " 1862.
" " " Feb'y " 1863.
" " " August " 1863.
For $20, with interest at 7 per ct. from Feb'y 1st, 1858.
" " " August " 1858.
" " " Feb'y " 1859.
" " " August " 1859.
" " " Feb'y " 1860.
" " " August " 1860.
" " " Feb'y " 1861.
" " " August " 1861.
" " " Feb'y " 1862.
" " " August " 1862.
" " " Feb'y " 1863.
" " " August " 1863.

106 For $20, with interest at 7 per ct. from Feb'y 1st, 1858.
" " " August " 1858.
For $20, with interest at 7 per ct. from Feb'y 1st, 1859.
" " " August " 1859.
" " " Feb'y " 1860.
" " " August " 1860.
" " " Feb'y " 1861.
" " " August " 1861.
" " " Feb'y " 1862.
" " " August " 1862.
" " " Feb'y " 1863.
" " " August " 1863.
For $20, with interest at 7 per ct. from Feb'y 1st, 1858.
" " " August " 1858.
" " " Feb'y " 1859.
" " " August " 1859.
" " " Feb'y " 1860.
" " " August " 1860.
" " " Feb'y " 1861.
" " " August " 1861.
" " " Feb'y " 1862.
" " " August " 1862.
" " " Feb'y " 1863.
" " " August " 1863.
For $4, with interest at 7 per ct. from Feb'y 1st, 1858.
" " " August " 1858.
" " " Feb'y " 1859.
" " " August " 1859.
" " " Feb'y " 1860.

107 For $4, with interest at 7 per ct. from August 1st, 1860.
" " " Feb'y " 1861.

For $4, with interest at 7 per ct. from August 1st, 1861.
" " " Feb'y " 1862.
" " " August " 1862.
" " " Feb'y " 1863.
" " " August " 1863.
For $4, with interest at 7 per ct. from August 1st, 1858.
" " " Feb'y " 1859.
" " " August " 1859.
" " " Feb'y " 1860.
" " " August " 1860.
" " " Feb'y " 1861.
" " " August " 1861.
" " " Feb'y " 1862.
" " " August " 1862.
" " " Feb'y " 1863.
" " " August " 1863.
For $1,000, with interest at 7 per ct. from August 1st, 1863.
" $100, " " " August " 1863.
" $500, " " " " " 1863.
" $500, " " " " " 1863.
" $500, " " " " " 1863.
For $100, with interest at 7 per ct. from August 1st, 1863.

108 And for the costs and disbursements of these plaintiffs in this action incurred.

FINCHES, LYNDE & MILLER,
Plaintiffs' Attorneys.

109 COUNTY OF MILWAUKEE, *ss:*

Benjamin K. Miller, being first duly sworn, deposes and says that he has read the foregoing complaint and knows the contents thereof, and that the same is true of his own knowledge.

That he is the attorney of the plaintiffs and makes this verification on their behalf; that the above-entitled action is an action founded on written instruments for the payment of money only, and that such instruments are in the possession of this deponent; that all the allegations of the complaint are within the personal knowledge of this deponent; that the above complaint is not verified by the plaintiffs or by either of them for the reasons that they and each of them are non-residents and are not now within the State of Wisconsin, and because all the allegations of the complaint are within the personal knowledge of this deponent; that the knowledge of this deponent is derived from the laws of Wisconsin, from the written instruments upon which this suit is brought, and from personal communications received by him from the plaintiffs whilst acting as their attorney.

B. K. MILLER.

Subscribed and sworn to before me this 19th day of June, A. D. 1883.

[NOTARIAL SEAL.] GEO. P. MILLER,
Notary Public, Milwaukee County, Wisconsin.

110 *Summons for Money Demand.*

The Circuit Court of the United States for the Western District of Wisconsin.

EDWIN F. KNOWLTON as Executor of the Last Will and Testament of Elijah W. Carpenter, Deceased, and Edwin F. Knowlton Individually

vs.

CITY OF WATERTOWN.

The United States of America to the above-named defendant:

You are hereby summoned and required to answer the complaint of Edwin F. Knowlton *et al.*, the plaintiffs in this action, which will be filed in the office of the clerk of this court, at Madison, in said district, and you are also required to file your answer thereto with the clerk of this court, at Madison, and to serve a copy thereof on the attorneys of the plaintiffs, whose names are subscribed hereto, at their office, 102 Wisconsin street, Milwaukee, Wisconsin, within twenty days after the service of this summons on you, exclusive of the day of such service; and if you fail to answer the complaint as aforesaid the plaintiffs will take judgment against you for the sum of seven thousand four hundred dollars, with interest on $40.00 from the first day of January, 1858, and on $80.00 from the 1st day of July, 1858, and on $80.00 from each first day of January and from each first day of July since the 1st day of July, 1858, being on thirty sums of $80.00 each, and with interest on $2.00 from the first day of August, 1857, and with interest on $134.00 from the 1st day of Feb-
111 ruary, 1858, and with interest on $134.00 from each first day of August and from each first day of February after the 1st day of February, 1858, to and including the first day of August, 1863, being on twelve sums, in all, of $134.00 each, and with interest on $3,350.00 from the first day of August, 1863, besides the costs of this action.

Witness the Honorable Salmon P. Chase, Chief Justice of the Supreme Court of the United States, at the city of Madison, in said district, this 29th day of March, in the year of our Lord one thousand eight hundred and seventy-three, and of the Independence the ninety-seventh.

[L. S.] F. M. STEWART, *Clerk.*

FINCHES, LYNDE & MILLER,
Plaintiffs' Attorneys, 102 Wisconsin St., Milwaukee, Wis.

The service whereof appears by the return of the marshal endorsed thereon as follows, to wit:

Service.

Served the within summons on the "City of Watertown" by delivering a copy thereof to Henry Bieber, city clerk, and also a copy

thereof to Chas. H. Gardner, city attorney, and a copy thereof to Fred. Kusel, the last elected chairman of the board of street commissioners of said city, this 26th day of June, 1883, the office of mayor of said city being vacant and there being no president of the common council nor presiding officer thereof in office.

112 F. W. OAKLEY, *U. S. M.*,
By W. S. MAIN, *Dep.*

Fees:

Service, 3	6 00
Copies	1 50
Travel	2 40
	$9 90

And thereupon came the defendant, by its attorneys, Geo. W. Bird and Daniel Hall, and filed appearance as follows:

Appearance.

Circuit Court of the United States for the Western District of Wisconsin.

EDWIN F. KNOWLTON as Executor of the Last Will and Testament of Elijah W. Carpenter, Deceased, and Edwin F. Knowlton Individually, Plaintiffs,

against

THE CITY OF WATERTOWN, Defendant.

To Mess. Finches, Lynde & Miller, attorneys for pl'ffs:

Please take notice that we are retained by and appear for the defendant, The City of Watertown, in the above-entitled action, and we demand that a copy of the plaintiffs' complaint therein be served upon us at the office of Hall & Skinner, in the 4th ward of the city of Watertown, Jefferson Co., Wis.

Yours, &c., GEO. W. BIRD AND
D. HALL,
Attorneys for Defendant.

Dated Watertown, Wis., July 14, 1883.

P. O. address, Watertown, Wis.

113 And came plaintiffs' attorneys and filed proof of service of complaint as follows:

Proof of Service.

United States Circuit Court, Western District of Wisconsin.

EDWIN F. KNOWLTON as Executor, &c., *et al.*

vs.

CITY OF WATERTOWN.

Personal service of a copy of the amended complaint in above cause admitted.
August 20, 1883.

GEO. W. BIRD,
DANIEL HALL,
D'f't's Att'ys.

And afterwards, to wit, on the 11th day of August, A. D. 1883, came the defendant, by its attorneys, and filed its answer as follows:

Answer.

Circuit Court of the United States, Western District of Wisconsin.

EDWIN F. KNOWLTON as Executor of the Last Will and Testament of Elijah W. Carpenter, Deceased, and Edwin F. Knowlton Individually, Plaintiffs,

vs.

CITY OF WATERTOWN, Defendant.

114 The City of Watertown, the defendant in the above-entitled action, answering the supplemental complaint of the plaintiffs in said action, by its attorneys, George W. Bird and Daniel Hall, alleges and respectfully shows to the court—

First. For a first defense to said action and to each and every cause of action stated in said complaint the defendant denies that it has any knowledge or information sufficient to form a belief as to whether the bonds mentioned in said complaint were or any or either of them was, before maturity or at any other time, sold for value or otherwise, by the payee therein named or by any one else, in the money market of the country, or as to whether the said bonds were or any or either of them was, afterwards or at any time, sold or delivered by the bearer or owner thereof to said Elijah W. Carpenter and Edwin F. Knowlton or to either of them, or as to whether the said Elijah W. Carpenter and Edward F. Knowlton or either of them ever purchased the said bonds or either of them or the interest warrants or coupons mentioned and set out in said complaint or any or either of said interest warrants or coupons, or as to whether the plaintiffs are or ever have been the owners or holders of said bonds or either of them or of said interest warrants or coupons or either of them, or as to whether the said Elijah W. Carpenter

died on the 1st day of September, 1881, or since the commencement of this suit, or as to whether he died leaving a last will and testament wherein he appointed the said Edwin F. Knowlton the executor thereof, or as to whether his said will was admitted to pro-
115 bate or letters testamentary granted to said Knowlton, or as to whether a copy of said letters were filed in the county court of Milwaukee county, in the State of Wisconsin, or whether the said Knowlton is or ever was executor or acting as executor of said Elijah W. Carpenter's last will and testament.

Second. For a separate defense to said action and to each and every cause of action stated in said complaint the said defendant further alleges, upon information and belief, that the said several causes of action stated in said complaint did not nor did any or either of them accrue within six years next before the commencement of this action, and that this action was not commenced within the six years limited by law for the commencement thereof, and was not brought or commenced within one year after the act of the Legislature of the State of Wisconsin entitled "An act to limit the time for the commencement of actions against towns, counties, cities, and villages, or demands made payable to bearer," approved March 9, 1872, took effect, and was not commenced prior to the month of June, 1883, within the meaning of any provision of law of said State which limits the time for the commencement of an action, and was and is barred by the statute of limitations of said State of Wisconsin.

That as to all the bonds and coupons described and set forth in said complaint and as to each and every one of said bonds and coupons the defendant saith the said several causes of action did not accrue thereon within the six years next prior to the commencement of this action; that this action was not commenced within
116 one year after the said act of the Legislature of the State of Wisconsin took effect nor before the month of June, 1883, within the meaning of any provision of law of said State which limits the time for the commencement of an action, and that actions on the said bonds and coupons and on each of said bonds and each of said coupons was and is barred by the statute of limitations of said State of Wisconsin.

Wherefore the defendant demands judgment that the plaintiffs take nothing by this action, and that the defendant go thereof without day, and for costs.

GEO. W. BIRD,
DANIEL HALL,
Def't's Att'ys.

WESTERN DISTRICT OF WISCONSIN, *ss:*

Henry Bieber, being duly sworn, deposes and says that he has heard the foregoing answer read and knows its contents, and that the same is true of his own knowledge, except as to the matters therein stated on information and belief, and as to those matters he believes it to be true. Deponent further says that the reason why this verification is not made by the defendant is that defendant is a

corporation; that this deponent is an officer of the same, to wit, city clerk thereof, and that his knowledge is derived from the laws of Wisconsin and documents in his possession as such city clerk, and that the grounds of his belief are such laws and documents and information communicated to him by officers and agents of said corporation.

HENRY BIEBER.

Subscribed and sworn to this 7th day of August, A. D. 1883, before me—

C. B. SKINNER,

117 *U. S. Court Commissioner for Western Dist. of Wisconsin.*

And afterwards, to wit, on the 21st day of August, A. D. 1883, came the plaintiffs, by their attorneys, and filed amended complaint as follows, viz:

Amended Complaint.

Circuit Court of the United States, Western District of Wisconsin.

EDWIN F. KNOWLTON as Executor of the Last Will and Testament of Elijah W. Carpenter, Deceased, and Edwin F. Knowlton Individually, Plaintiffs,

against

CITY OF WATERTOWN, Defendant.

Now come the above-named plaintiffs, by Finches, Lynde and Miller, their attorneys, and amend, as of course, their complaint heretofore filed in the above-entitled cause by making the following additions thereto, to wit:

First. After paragraph thirteenth of said complaint add the following allegations:

Said plaintiffs allege, on information and belief, that said defendant, The City of Watertown, and the officers and residents, agents, and citizens of said city did, subsequent to the first day of March, 1873, conspire together and with each other, and ever since have conspired together and with each other, for the purpose and

118 with the preconceived design and intent to defraud these plaintiffs and all other owners and holders of the bonds and coupons to such bonds issued by said city and to prevent these plaintiffs and the other owners and holders of said bonds and coupons from obtaining the process of service on said city.

Said plaintiffs further allege, upon information and belief, that each year since the 1st day of March, 1873, a mayor of said city was elected, as required by law, but said mayor each year, with the intent and design as aforesaid, qualified as hereinafter mentioned and immediately thereafter placed his resignation in the hands of the city clerk of said city, to be filed by him in case of emergency and to take effect accordingly.

Said plaintiffs further allege, on information and belief, that each year since the 1st of March, 1873, after the mayor and common council had been elected, they and each of them failed to qualify until they had assembled together in a secret place with locked doors, unknown to the people at large and to these plaintiffs, and with persons on watch to inform them of the approach of any person or persons, and then and there, if unmolested, the mayor and members of the common council, qualified as required by law, transacted for said defendant city certain necessary business and thereafter immediately filed with the city clerk of said defendant city their respective resignations, to take effect immediately, and which resignations went immediately into effect.

Said plaintiffs further allege that since the 1st day of March, 1873, they have employed attorneys and agents for the pur-
119 pose of ascertaining who was the mayor or acting mayor or chairman of the common council or chairman of the board of street commissioners and for the purpose of having process served on said city; but owing to said conspiracy, as these plaintiffs are informed and believe, since the 1st day of March, 1873, there has been no mayor of said city, except each year for a few hours at such secret and concealed meetings, and the common council of said city, with the said fraudulent intent and design, has failed each year to elect a chairman of said common council, and since said last-mentioned date there has been no person who was acting mayor and no chairman of the board of street commissioners.

Said plaintiffs further allege that in the above-entitled action said plaintiffs, on the 29th day of March, 1873, filed a præcipe for a summons and an undertaking for costs, and a summons was issued in due conformity to law and placed in the hands of the United States marshal for service, and that on April 2, 1873, the said marshal, after due and diligent search and inquiry, served the said summons on those persons whom, according to the best information he could derive, he had ascertained to be the mayor and city clerk of said city of Watertown and on the same day returned the said summons as served according to law; that on April 22d, 1873, the said city of Watertown appeared specially in said action for the purpose of moving to set aside the service of said summons on the ground that the persons on whom the said summons had been served were not, in fact, the mayor and city clerk of said city;
120 that on June 19, 1873, the said motion came on to be heard, and this court ordered that the service of said summons be set aside for the reason that the persons so served were not the mayor and city clerk of said city, and ordered that the said summons be returned to the marshal to be served according to law; that since said date the said marshal has not been able to ascertain *were* were the mayor and city clerk or mayor or city clerk of said city or the persons on whom process could be served.

Said plaintiffs further allege that, notwithstanding they have exercised due diligence and hired attorneys and agents for the purpose of having process served on said city, they have been unable to this date to serve or have served the summons in this action on the mayor

of said city or on that person who, by law, should exercise the functions of mayor of said city.

FINCHES, LYNDE & MILLER,
Plaintiffs' Attorneys.

STATE OF WISCONSIN, }
County of Milwaukee, } ss:

Benjamin K. Miller, being duly sworn, deposes and says that he has read the foregoing amended complaint and knows the contents thereof, and that the same is true to his own knowledge, except as to those matters therein alleged on information and belief, and as to those matters he believes it to be true; that he is the attorney of the plaintiffs and makes this verification on their behalf; that the above-entitled action is founded on written instruments for the payment of money only, and that such instruments are in the possession of this deponent; that all the allegations of the amended complaint are within the personal knowledge of this deponent except those alleged on information and belief; that the above amended complaint is not verified by the plaintiffs or either of them for the reasons that they and each of them are non-residents and are not now within the State of Wisconsin, and because all the allegations of the amended complaint are within the personal knowledge of this deponent except such as are made on information and belief; that the knowledge of this deponent is derived from the laws of Wisconsin, from the written instruments upon which this suit is brought, and from personal communications received by him from the plaintiffs whilst acting as their attorney, and the grounds of his belief are derived from information from the United States marshal for the western district of Wisconsin, E. Mariner, and other persons who have attempted to serve process on the city of Watertown.

121

Subscribed and sworn to before me this 18th day of August, A. D. 1883.

[SEAL.] GEO. P. MILLER,
Notary Public, Milwaukee Co., Wis.

And thereafter, to wit, on the 1st day of November, A. D. 1883, came defendant and filed its stipulation as follows, to wit:

Stipulation.

122 United States Circuit Court, Western District of Wisconsin.

EDWIN F. KNOWLTON as Executor of the Last Will and Testament of Elijah W. Carpenter, Deceased, and Edwin F. Knowlton Individually, Plaintiffs,

vs.

CITY OF WATERTOWN, Defendant.

It is hereby stipulated by and between said parties that said defendant may answer the plaintiffs' additions and amendments to

their complaint served in said action or any part thereof by general or specific averments or denials, or any or all of them, as it may choose, and that such answer thereto, together with the defendant's former answer to said complaint, served and now on file in said action, shall both stand and together be said defendant's answer to the whole of said plaintiffs' complaint in said action as amended and added to as aforesaid.

Dated October 26th, 1883.

FINCHES, LYNDE & MILLER,
Pl'ffs' Att'ys.
GEO. W. BIRD & D. HALL,
D'f't's Att'ys.

Endorsed as follows: Due service of the answer to the within-named amendments and additions pursuant to this stipulation is admitted this 26th day of October, A. D. 1883. Finches, Lynde & Miller, pl'ffs' att'ys.

123 And on the same day, to wit, the said 1st day of November, A. D. 1883, came said defendant and filed its answer to amended complaint as follows, viz:

Answer to Amended Complaint.

Circuit Court of the United States, Western District of Wisconsin.

EDWIN F. KNOWLTON as Executor of the Last Will and Testament of Elijah W. Carpenter, Deceased, and Edwin F. Knowlton Individually, Plaintiffs,

vs.

CITY OF WATERTOWN, Defendants.

The answer of the above-named defendant to the amendments and additions made by the plaintiffs to their complaint first served in the above-entitled action, by D. Hall and Geo. W. Bird, its attorneys, respectfully shows unto this honorable court—

First. That said defendant has not sufficient knowledge or information to form a belief as to whether the said plaintiffs, since the 1st day of March, 1873, or at any other time or times, have employed attorneys or agents or either for the purpose of ascertaining who was the mayor or acting mayor or chairman of the common council or chairman of the board of street commissioners for the purpose of having process served on said city.

Second. That on or about the 29th day of March, A. D. 1873, the said Elijah W. Carpenter and Edwin F. Knowlton attempted
124 to commence suit against said city and to get service thereon, but failed in such attempt, as is alleged in said additions and amendments to said complaint, and that upon the proceedings therein set forth said court made the decision therein stated, and that each year since the 1st day of March, 1873, a mayor of said city was duly elected.

Third. That, except the amendments above answered, the said defendant denies each and every allegation in the said amendments and additions to said complaint contained.

Fourth. The said defendant insists upon all the defenses to said action heretofore stated, interposed, and set up in its answer to said complaint in said action, which said last-named answer has been heretofore served and is now on file in said action, the same as if said last-named answer and defenses were now repeated here.

GEO. W. BIRD AND D. HALL,
Def't's Att'ys.

WESTERN DISTRICT OF WISCONSIN, *ss:*

Henry Bieber, being duly sworn, deposes and says that he has heard read the foregoing answer and knows the contents thereof, and that the same is true of his own knowledge, except as to those matters therein stated on information and belief, and as to those matters he believes it to be true. This deponent further says that the reason why this verification is not made by said defendant is that said defendant is a corporation; that this *defendant* is an officer
125 of the same, to wit, that he is the city clerk of the said defendant, The City of Watertown, and that his knowledge is derived from the laws of Wisconsin, documents in his possession as such city clerk, and his own observation, and that the grounds of his belief are such laws, documents, and observation and information communicated to him by the officers and agents of said city.

HENRY BIEBER.

Subscribed and sworn to before me this 24th day of October, A. D. 1883.

C. B. SKINNER,
U. S. Court Commissioner for Western Dist. of Wis.

And came the said plaintiffs, by their attorneys, and filed demurrer to defense as follows, to wit:

Demurrer.

United States Circuit Court, Western District of Wisconsin.

EDWIN F. KNOWLTON as Executor of the Last Will and Testament of Elijah W. Carpenter, Deceased, and Edwin F. Knowlton —, Plaintiffs,

against

THE CITY OF WATERTOWN, Defendant.

Now come the above-named plaintiffs, by Finches, Lynde and Miller, their attorneys, and demur to the second defense in the defendant's amended answer contained, to wit, to the defense of
126 the statute of limitations, for the reason that it appears upon the face thereof that it does not state facts sufficient to constitute a defense.

FINCHES, LYNDE & MILLER,
Attorneys for Plaintiffs.

Endorsed: Due and personal service of within admitted Nov. 24, 1883. D. Hall and G. W. Bird, def't's att'ys.

And afterwards, to wit, on the 16th day of January, 1884, came the defendant, by its attorneys, and filed its amended answer to amended complaint as follows, viz:

Amended Answer to Amended Complaint.

Circuit Court of the United States, Western District of Wisconsin.

EDWIN F. KNOWLTON as Executor of the Last Will and Testament of Elijah W. Carpenter, Deceased, and Edwin F. Knowlton Individually, Plaintiffs,

vs.

CITY OF WATERTOWN, Defendant.

The City of Watertown, the defendant above named, by its attorneys, Geo. W. Bird and Daniel Hall, answering the amended complaint herein by this its amended answer, alleges and shows to the court—

First. That the said defendant denies each and every al-
127 legation in the said amended complaint contained except so much and such parts thereof as are herein expressly admitted to be true or are otherwise specifically answered.

Second. This defendant admits the residence and citizenship of the parties, the corporate character and authority of the defendant, the execution and non-payment by it of the bonds and coupons alleged in the amended complaint; also that each year since the 1st day of March, 1873, a mayor of said city was elected, as required by law.

Third. But this the said defendant denies, that it has any knowledge or information sufficient to form a belief as to whether the bonds mentioned in said amended complaint were or any or either of them was, before maturity or at any other time, sold for value or otherwise, by the payee therein named or by any one else, in the money markets of the country or elsewhere, or as to whether the said bonds were or any or either of them was afterwards or at any time sold or delivered by the owner or bearer thereof to the said Elijah W. Carpenter and Edwin F. Knowlton or either of them, or as to whether the said Elijah W. Carpenter and Edwin F. Knowlton or either of them ever purchased the said bonds or any or either of them or the coupons and interest warrants mentioned and set out in said complaint or any or either of said interest warrants or coupons, or as to whether the plaintiffs are or ever have been the owners or holders of the said bonds or either of them or of said interest warrants or coupons or any or either of them, or as to whether the said Elijah W. Carpenter
died on the 13th day of September, 1881, or as to whether
128 he died at any time, leaving a last will and testament wherein he appointed the said Edwin F. Knowlton executor thereof,

or as to whether his said will was admitted to probate or letters testamentary granted to said Knowlton, or as to whether a copy of said will was filed in the county court of Milwaukee county, Wisconsin, or as to whether said Knowlton is or ever was executor or acting executor of said Carpenter's last will and testament, or as to whether the plaintiffs have employed agents or attorneys or any or either of them for the purpose of ascertaining who was the mayor or acting mayor or chairman of the common council or chairman of the board of street commissioners or for the purpose of having process served upon said city.

Fourth. And, further answering said amended complaint, this the said defendant alleges, that on or about the 29th day of March, 1873, the Elijah W. Carpenter and Edwin F. Knowlton named in said complaint filed with the clerk of this court a præcipe for a summons, wherein they were named as plaintiffs and this defendant was named defendant, and an undertaking for costs, and a summons, issued pursuant to said præcipe, was then placed in the hands of the United States marshal for said district for service, and that on or about the 2nd day of April, 1873, said marshal returned said summons to this court with the following return of service thereon endorsed, to wit: "Served on the within-named The City of
129 Watertown by delivering to August Tauck, city clerk, and Fred. Meyer, city treasurer, of said city, and Chris. Meyer, an alderman from the first ward of said city and an acting member of the board of aldermen thereof, and mayor elect of said city at the city election held April 1, 1873, each a copy of the within summons this April 2, 1873, there being no other person acting as mayor of said city;" that on or about June 19, 1873, on motion of defendant, appearing specially for that purpose, the said pretended service of said summons was decided and held to be illegal and void by this court on the ground that said summons had not been served in the manner prescribed by law, and the same was then ordered to be returned to said marshal to be served according to law; and that said summons was not served upon this defendant at any time within sixty days after it was so as aforesaid placed in the hands of the said marshal for service nor within sixty days after the said pretended service thereof was so decided and held by said court to be illegal and void, and that the said summons was not and never has been at any time served upon said defendant and no copy thereof has ever been delivered to or left with the mayor of said city, and that no action attempted to be commenced by the said summons or said pretended service thereof was at or before or since the time of the alleged decease of said Carpenter pending or existing in said court; that no other summons agains- this defendant, wherein said Carpenter & Knowlton were made plaintiffs, was ever issued out of said
130 court or attempted to be issued on this defendant in or about the year 1873, and that the said summons is the identical and only summons against this defendant, wherein said Carpenter and Knowlton were named as plaintiffs, mentioned or referred to in the said amended complaint. And this defendant, further answering, avers and alleges that this the first above-entitled action against

this defendant was first commenced on or about and not before the 19th day of June, 1883, by said plaintiffs herein then or soon thereafter delivering the summons, wherein they are named as plaintiffs, in the above-entitled action to the United States marshal of said district to be served, and that on or about the 26th day of June, 1883, the said marshal made the delivery of the copies thereof of which he made his return, endorsed upon said summons and which is now on file in this action, and that on the 16th day of July, 1883, this defendant duly appeared herein and thereafter submitted itself fully to the jurisdiction of this court, and, as this defendant is informed and believes, the said plaintiffs never attempted to commence this said action nor used any diligence to commence the same before said 19th day of June, 1883.

Fifth. And this the said defendant, for a further and separate defense, which it will insist upon herein to this said action and to the whole thereof and to each and every cause of action set forth in said amended complaint, avers and alleges, that neither this said action nor any of the causes of action averred or set forth in said amended
131 complaint accrued within the six years next before the 19th day of June, 1883, nor on nor since the day and year last aforesaid, and that on or after and not before the said 19th day of June, 1883, the summons last above mentioned was first delivered to the U. S. marshal for service and to be served on this defendant, and that the same never was or had been delivered to such marshal nor to any officer or person for service or to be served on this defendant or otherwise before said 19th day of June, 1883; and this said defendant further avers and alleges that neither this said action nor any of the causes of action in the said amended complaint stated nor any part thereof accrued within six years before the commencement of this the above-entitled action, and that the said action was not commenced before the said 19th day of June, 1883, nor was it commenced within the six years limited by law for the commencement thereof after the same accrued and is barred, the whole thereof, by the statute of limitations of the State of Wisconsin; that as to all the bonds, interest warrants, and coupons described in said complaint and as to each and every one of said bonds, interest warrants, and coupons the said defendant saith and avers that each and all of said several causes of action in said complaint stated did not nor did any or either of them accrue thereon within the six years next before the commencement of this action, and that this said action and the whole thereof and each and every part thereof is barred by the statute of limitations of the State of Wisconsin.

GEO. W. BIRD AND DANIEL HALL,
132 *Defendant's Attorneys.*

WESTERN DISTRICT OF WISCONSIN, *ss:*

Henry Bieber, being duly sworn, deposes and says that he has heard the foregoing amended answer read and knows its contents; that the same is true of his own knowledge, except as to the matters therein stated on information and believe, and as to those matters he

believes it to be true. Deponent further says that the reason why this verification is not made by the defendant is that defendant is a corporation; that deponent is an officer of the same, to wit, city clerk thereof, and that his knowledge is derived from the laws of Wisconsin and documents in his possession as such clerk, and that the grounds of his belief are such laws and documents and information communicated to him by the officers and agents of said defendant.

HENRY BIEBER.

Subscribed and sworn to this 28th day of December, 1883, before me—

C. B. SKINNER,
U. S. Court Commissioner for Western Dist. of Wisconsin.

And afterwards, to wit, on the 8th day of January, A. D. 1884, came the plaintiffs, by their attorneys, and filed demurrer to defense as follows, viz:

Demurrer.

United States Circuit Court, Western District of Wisconsin.

133 EDWIN F. KNOWLTON as Executor of the Last Will and Testament of Elijah W. Carpenter, Deceased, and Edwin F. Knowlton Individually, Plaintiffs,

vs.

CITY OF WATERTOWN, Defendant.

Now come the above-named plaintiffs, by Finches, Lynde and Miller, their attorneys, and demur to the defense in the defendant's amended answer contained, to wit, to the defense of the statute of limitations, for the reason that it appears upon the face thereof that it does not state facts sufficient to constitute a defense.

FINCHES, LYNDE & MILLER,
Attorneys for Plaintiffs.

Endorsed: Personal service of within admitted this 2d day of January, 1884. Geo. W. Bird and D. Hall, def't's att'ys.

And in the record of proceedings aforesaid in said entitled cause appears the following order, to wit, on the 27th day of August, A. D. 1884, to wit:

Order Overruling Demurrer.

EDWIN F. KNOWLTON, Executor, &c., *et al.*, Plaintiffs,

vs.

CITY OF WATERTOWN, Defendant.

134 It is ordered that the demurrer to the plea of the statute of limitations set up in the defendant's answer to the amended complaint herein be, and the same is hereby, overruled.

It is further ordered that the plaintiffs be, and hereby are, allowed twenty days in which to file such new or further pleadings as they may be advised is proper, or in default thereof judgment may go for the defendant.

And afterwards and on the 2d day of December, 1884, came the defendants and filed their affidavit of default and notice of application for judgment as follows, viz:

Affidavit of Default.

WESTERN DISTRICT OF WISCONSIN, *ss:*

Circuit Court of the United States for the Western District of Wisconsin.

EDWIN F. KNOWLTON, Executor of the Last Will and Testament of Elijah W. Carpenter, Deceased, and Edwin F. Knowlton Individually, Plaintiffs,

vs.

CITY OF WATERTOWN, Defendant.

George W. Bird, being duly sworn, doth depose and say that he is one of the attorneys for the defendant in the above-entitled action; that on the 26th day of August, 1884, the plaintiffs' demurrer to the defendant's plea of the statute of limitations herein was over-
135 ruled by this court and the plaintiffs allowed twenty days in which to file such new or further pleadings as they might be advised would be proper, and in default thereof judgment was to go for the defendant; that no new or further pleading has been filed herein or served upon the said defendant's attorneys or either of them except that an amended complaint was served upon defendant's attorneys upon the 11th day of September, 1884, and withdrawn by the plaintiffs on the 15th day of September, 1884, and the said plaintiffs are now in default herein for not filing or serving a new or further pleading.

GEO. W. BIRD.

Subscribed and sworn to this 13th day of November, 1884, before me—

R. B. KIRKLAND,
Notary Public, Jefferson Co., Wis.

Notice of Application for Judgment.

Circuit Court of the United States for the Western District of Wisconsin.

EDWIN F. KNOWLTON as Executor of the Last Will and Testament of Elijah W. Carpenter, Deceased, and Edwin F. Knowlton Individually, Plaintiffs,

vs.

CITY OF WATERTOWN, Defendant.

To Messrs. Finches, Lynde & Miller, plaintiffs' attorneys.

GENTLEMEN: Please to take notice that upon the foregoing
136 affidavit and the papers, pleadings, and proceedings on file herein and upon the record book and files herein of the clerk of this court we shall apply to said court, at the United States court-room, in the city of Madison, Wisconsin, on the 2d day of December, 1884, at the opening of court on that day, or as soon thereafter as counsel can be heard, for judgment in favor of the defendant and against the plaintiff- herein.

Yours, &c.,

GEO. W. BIRD,
D. HALL,
Def't's Att'ys.

Dated November 14, 1884.

Endorsed: Due service of within notice and affidavit admitted this 19th day of November, 1884. Finches, Lynde & Miller, pl'ffs' att'ys.

And on said second day of December, A. D. 1884, being the first day of said December special term, A. D. 1884, in said record of proceedings aforesaid appears the following entry, to wit:

Judgment.

Circuit Court of the United States for the Western District of Wisconsin.

EDWIN F. KNOWLTON as Executor of the Last Will and Testament of Elijah W. Carpenter, Deceased, and Edwin F. Knowlton Individually, Plaintiffs,

against

137 THE CITY OF WATERTOWN, Defendant.

A copy of the summons in the above-entitled action having been delivered by the marshal on the 26th day of June, 1883, to the city clerk, city attorney, and the last elected chairman of the board of street commissioners of said defendant city, and the said defendant having, on the 16th day of July, 1883, served on plaintiffs' attorneys a written notice of appearance and demand of a copy of the com-

plaint, and having then and thereby duly appeared, by its attorneys, George W. Bird and Daniel Hall, and the plaintiffs having thereafter duly served and filed their complaint, and the defendant having thereafter duly served and filed its answer to said complaint, pleading, among other things, that this action was not commenced within the six years limited therefor by the statute of limitations of the State of Wisconsin and is barred by said statute; and the plaintiffs having thereafter duly served and filed an amendment to their said complaint, wherein they alleged certain facts in avoidance of defendant's said plea of the statute of limitations; and the defendant having thereafter duly filed and served its amended answer to the plaintiffs' complaint as thus amended, wherein the defendant pleads, among other things, that this action was not commenced within the six years limited therefor by the statute of limitations of the State of Wisconsin and is therefore barred by said statute; and the *defendants* having thereafter duly served and filed their demurrer to the said defendant's said plea of the statute of limitations contained in its amended answer on the ground that the
138 said plea did not state facts sufficient to constitute a defense, and the issue thus joined by said demurrer having been duly brought to trial at the June term of this court for the year 1884, and having then been tried without a jury, and the court having then found and decided the said issue in favor of the defendant and having overruled plaintiffs' said demurrer and allowed them twenty days in which to file such new or further pleading as they might be advised would be proper, and in default thereof ordered judgment to go for the defendant; and the defendant having, on the 19th day of November, 1884, duly served on plaintiffs' attorneys a written notice of application for judgment, with an affidavit stating that no new or further pleading had been filed by the plaintiffs; and the said application having duly come on to be heard on the first day of the December term, 1884, of this court, to wit, on the 2d day of December, 1884, and no one appearing to oppose the same; and it appearing that no new or further pleading has been filed by the plaintiffs, and that the defendant is entitled to judgment herein upon the said issue of law:

Now, therefore, upon motion of George W. Bird and Daniel Hall, attorneys for the defendant, it is adjudged that this action was not commenced within the six years limited therefor by the statute of limitations of the State of Wisconsin and is barred by said statute.

And it is further adjudged that the plaintiffs take nothing by this action, and that the defendant go hereof without day, and that the defendant, The City of Watertown, have and recover of the
139 plaintiffs the sum of fifty-eight dollars and thirty cents, its costs and disbursements of this action as duly taxed, and that it have execution therefor.

Dated Madison, Wis., this 2nd day of December, A. D. 1884.

By the court.

Judgment-roll signed December 2, 1884.

F. M. STEWART, *Clerk.*

And afterwards came the plaintiffs, by their attorneys, and filed security on writ of error as follows, to wit:

Security on Writ of Error.

140 Supreme Court of the United States.

EDWIN F. KNOWLTON as Executor of the Last Will and Testament of Elijah W. Carpenter, Deceased, and Edwin F. Knowlton Individually, Plaintiffs in Error,

vs.

CITY OF WATERTOWN, Defendant in Error.

Know all men by these presents that we, Benjamin K. Miller & William H. Miller, are held and firmly bound unto the City of Watertown in the full and just sum of five hundred dollars, to be paid to the said City of Watertown, its successors or assigns; to which payment, well and truly to be made and done, we do bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 15th day of October, A. D. 1885.

Whereas the above-named Edwin F. Knowlton as executor of the last will and testament of Elijah W. Carpenter, deceased, and Edwin F. Knowlton individually have prosecuted a writ of error to the Supreme Court of the United States to reverse the judgment rendered in the above-entitled action by the circuit court of the United States for the western district of Wisconsin:

Now, therefore, the condition of this obligation is such that if the said Edwin F. Knowlton as executor of the last will and testament of Elijah W. Carpenter, deceased, and Edwin F. Knowlton individually shall prosecute their said writ of error to effect and

141 answer all damages and costs that may be assessed against them if they shall fail to make good their said plea, then this obligation to be void; otherwise valid.

B. K. MILLER. [SEAL.]
W. H. MILLER. [SEAL.]

142 UNITED STATES OF AMERICA, *ss:*

To the City of Watertown, Greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States of America to be holden at Washington, in the District of Columbia, on the second Monday, being the 12th day, of October next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the western district of Wisconsin, wherein Edwin F. Knowlton as ex-executor of the last will and testament of Elijah W. Carpenter, deceased, and Edwin F. Knowlton individually are plaintiffs and you are defendant in error, to show cause, if any there be, why the judg-

ment in the said writ of error mentioned should not be corrected and speedy justice should not be done to the parties in that behalf.

Witness the Honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, at the city of Madison, in said district, this 12th day of October, in the year of our Lord one thousand eight hundred and eighty-five.

R. BUNN,
Dist. Judge.

I accept service of above citation this 15th day of October, 1885.
GEO. W. BIRD & DANIEL HALL,
Attorney- for Defendant, The City of Watertown.

143 UNITED STATES OF AMERICA, } ss:
Western District of Wisconsin, }

I, F. M. Stewart, clerk of the district court of the United States of America for the western district of Wisconsin, do hereby certify that I have compared the writings annexed to this certificate with the originals now in my custody, and they are true copies of their respective originals and are correct transcripts therefrom and of the whole thereof now on file and remaining of record in my office, and also the original writ of error, citation, and security on writ of error in above-entitled cause.

In testimony whereof I have hereunto set my hand and duly affixed the seal of the said court, at the city of Madison, in the said western district of Wisconsin, this 12th day of October, in the year of our Lord one thousand eight hundred and eighty-five, and of the Independence of the said United States the 110th.

[Seal U. S. Circuit Court, Western Dist. of Wisconsin.]

F. M. STEWART, *Clerk.*

Endorsed on cover: W. Wisconsin C. C. U. S. No. 198. Edwin F. Knowlton, individually and as executor of Elijah W. Carpenter, deceased, plaintiff in error, *vs.* The City of Watertown. Filed November 9, 1885.

Supreme Court of the United States.

—O—

OCTOBER TERM, 1888.

NO. 198.

EDWIN F. KNOWLTON, ET. AL.,
Plaintiffs in Error,

vs.

THE CITY OF WATERTOWN,
Defendant in Error.

BRIEF OF DEFENDANT IN ERROR.

GEORGE W. BIRD,
DANIEL HALL,
Attorneys for Defendant in Error.

Supreme Court of the United States.

—o—

EDWARD F. KNOWLTON, INDIVIDUALLY, AND AS EXECUTOR OF ELIJAH W. CARPENTER, DECEASED, Plaintiff in Error,
vs.
THE CITY OF WATERTOWN, Defendant in Error.
NO. 198.

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STATEMENT OF THE CASE.

The record shows that on the 29th day of March, 1873, a summons issued out of the United States' Circuit Court for the Western District of Wisconsin against said city, for money demands on contract, wherein Elijah W. Carpenter, et. al. are the Plaintiffs named, [Fol. 7] and April 1st, 1873, the marshal made return of service on the city, by delivering to August Tanck, city clerk, Fred Meyer, city treasurer, and "Chris. Mayer, an alderman from the First ward of said city, and an acting member of the Board of Aldermen of said city, and mayor-elect of said city at the city election held April 1st, 1873, a copy of said summons, there being no other person acting as mayor of said city." Fol. 9. On special appearance to set aside this service, [Fols. 9 and 10] and upon the affidavit of Chris. Mayer that he was not may-

or of said city on the said 2d day of April, 1873, [Fol. 11] the Court held the service void. [Fol. 12]. The city charter, at that time, requiring the service to be made on the mayor, Sec. 8, Chap., 9 of the charter, in chap. 253, on page 301, general laws of 1865, of Wis.

Another attempt to serve this summons was made on the 23d day of December, 1882. Fol. 14. The return of it not only showed it to be insufficient, but it appears by the affidavit of B. K. Miller, one of the Plaintiff's attorneys [Fol. 16] that said Elijah W. Carpenter was then dead, and had been for nearly a year and four months. Hence this pretended service fell to the ground for this reason alone. Then afterwards on June 19th, 1883, an *ex parte* order was made to revive the suit, which had never, up to this time, been commenced, in the name of Plaintiffs of the above named Plaintiffs in Error [Fols. 16, 17, 18 and 19], and on the same day, June 19th, 1883, a summons of the same tenor, but ante-dated with title changed to its present form, first issued to the marshal [Fols. 18 and 19, 110] who made the return of service thereon found at Fol. 111, June 26th 1883; and on the 14th of July next following the Defendant duly appeared, Fol. 112, in this new action.

The complaint commences simply as an orignal action by said Plaintiffs in Error, calling it a "supplemental complaint," at Fol. 20, and ends with Fol. 109. After the usual introductory averments, Fol. 20, it sets out 138 causes of action sued on, six of them on bonds, and 132 of them on coupons. A summary of them is found, from Fol. 103 to Fol. 108 inclusive, in the demand for judgment. It will be noticed that all these 138 causes of action had become due before, and most of them for a long time before, the passage and taking effect of the six years statute of limitation, to wit: Of Chap. 53 of the general laws of Wisconsin of 1872, published April 3d, 1872, and held valid in Koshkonong vs.

Barton 104 U. S. 668; except two coupons for $40 each, near the beginning of Fol. 104 and Fol. 105, and on these, the said statute had been running from January 1st, to March 1st, 1873, which last date is the first date mentioned in Plaintiff's amended complaint, which is as follows, to it: Fol. 90.

TITLE OF ACTION.

Now come the above named Plaintiffs, by Finches, Lyndy and Miller, their attorneys, and amend, as of course, their complaint heretofore filed in the above entitled cause by making the following additions thereto, to-wit:

First. After paragraph thirteenth of said complaint add the following allegations: Said Plaintiffs allege, on information and belief, that said Defendant, The City of Watertown, and the officers and residents, agents, and citizens of said city did, subsequent to the first day of March, 1873, conspire together and with each other, and ever since have conspired together and with each other, for the purpose and with the preconceived design and intent to defraud these plaintiffs and all other owners and holders of the bonds and coupons to such bonds issued by said city and to prevent these Plaintiffs and the other owners and holders of said bonds and coupons from obtaining the process of service on said city.

Said Plaintiffs further allege, upon information and belief, that each year since the 1st day of March, 1873, a mayor of said city was elected, as required by law, but said mayor each year, with the intent and design as aforesaid, qualified as hereinafter mentioned and immediately thereafter placed his resignation in the hands of the city clerk of said city, to be filed by him

in case of emergency and to take effect accordingly.

Said Plaintiffs further allege, on information and belief, that each year since the 1st of March, 1873, after the mayor and common council had been elected, they and each of them failed to qualify until they had assembled together in a secret place with locked doors, unknown to the people at large and to these Plaintiffs, and with persons on watch to inform them of the approach of any person or persons, and then and there, if unmolested, the mayor and members of the common council, qualified as required by law, transacted for said Defendant city certain necessary business and thereafter immediately filed with the city clerk of said Defendant city their respective resignations, to take effect immediately, and which resignations went immediately into effect.

Said Plaintiffs further allege that since the 1st day of March, 1873, they have employed attorneys and agents for the purpose of ascertaining, who was the mayor or acting mayor, or chairman of the common council or chairman of the board of street commissioners, and for the purpose of having process served on said city, but owing to said conspiracy as these plaintiffs are informed and believe, since the 1st day of March, 1873, there has been no mayor of said city, except each year for a few hours at such secret and concealed meetings, and the common council of said city, with the said fraudulent intent and design, has failed each year to elect a chairman of said common council, and since said last mentioned date there has been no person who was acting mayor and no chairman of the Board of Street Commissioners.

Said Plaintiffs further allege that in the above entitled action said Plaintiffs, on the 29th day of March, 1873, filed a præcipe for a summons and an undertaking for costs, and a summons was issued in due conformity to law and placed in the hands of the United States

marshal for service, and that on April 2, 1873, the said marshal, after due and diligent search and inquiry served the said summons on those persons whom, according to the best information he could derive, he had ascertained to be the mayor and city clerk of said city of Watertown and on the same day returned the said summons as served according to law; that on April 22, 1873, the said city of Watertown appeared specially in said action for the purpose of moving to set aside the service of said summons on the ground that the persons on whom the said summons had been served were not, in fact, the mayor and city clerk of said city; that on June 19, 1873, the said motion came on to be heard, and this Court ordered that the service of said summons be set aside for the reason that the persons so served were not the mayor and city clerk of said city, and ordered that the said summons be returned to the marshal to be served according to law; that since said date the said marshal has not been able to ascertain who were the mayor and city clerk, or mayor or city clerk of said city or the persons on whom process could be served. Said Plaintiffs further allege that, notwithstanding they have exercised due diligence and hired attorneys and agents for the purpose of having process served on said city, they have been unable to this date to serve or have served the summons in this action on the mayor of said city or on that person who, by law, should exercise the functions of mayor of said city.

FINCHES, LYNDE & MILLER,
Plaintiff's Attorneys.

To the whole complaint, as thus amended, by its amended answer to the amended complaint, Fol. 127, the Defendant interposed a general denial to all matters

contained therein, which covers everything alleged in the said amended complaint, except the annual election of a mayor of said city, Fol. 127, and except a statement Fol. 129, as to said first attempted service, which failed. Then there are admissions and also general averments, all relating to the original, called the "supplemental," complaint, except there is a specific denial that these Plaintiffs in Error ever attempted any suit or that the suit brought here by writ of error, was ever attempted to be commenced before the 19th day of June, 1883, Fols. 127 to 131.

Next follows the defense, to the whole action, of the said statute of limitations, as follows, to-wit:

"Fifth. And this, the said Defendant, for a further and separate defense, which it will insist upon herein to this said action and to the whole thereof and to each and every cause of action set forth in said amended complaint, avers and alleges, that neither this said action nor any of the causes of action averred or set forth in said amended complaint, accrued within the six years next before the 19th day of June, 1883, nor on nor since the day and year last aforesaid, and that on or after and not before the said 19th day of June, 1883, the summons last above mentioned was first delivered to the United States marshal for service and to be served on this Defendant, and that the same never was or had been delivered to such marshal nor to any officer or person for service or to be served on this Defendant or otherwise before said 19th day of June, 1883; and this said Defendant further avers and alleges that neither this said action nor any of the causes of action in the said amended complaint stated, nor any part thereof accrued within six years before the commencement of this, the above-entitled action, and that the said action was not commenced before the said 19th day of June, 1883, nor was it commenced within the six years limited by law for the commencement thereof after the same accrued, and is

barred, the whole thereof, by the statute of limitations of the State of Wisconsin; that as to all the bonds, interest, warrants and coupons described in said complaint and as to each and every one of said bonds, interest, warrants and coupons the said Defendant saith and avers that each and all of said several causes of action in said complaint stated did not nor did any or either of them accrue thereon within the six years next before the commencement of this action, and that this said action and the whole thereof and each and every part thereof is barred by the statute of limitations of the State of Wisconsin.

GEO. W. BIRD and DANIEL HALL,
Defendant's Attorneys.' Fol. 131.

To this plea the Plaintiffs demurred as follows, to-wit:

Now come the above named Plaintiffs, by Finches, Lynde & Miller, their attorneys, and demur to the defense in the Defendant's amended answer contained, to-wit, to the defense of the statutes of limitations, for the reason that it appears upon the face thereof that it does not state facts sufficient to constitute a defense.

FINCHES, LYNDE & MILLER,
Attorneys for Plaintiff.

After hearing, August 14, 1884, the Court below overruled this demurrer and gave Plaintiffs 20 days in which to amend, Fol. 133-4, and judgment ordered, in case of default, for Defendant.

Within the 20 days, the Plaintiffs' attorneys served an amended complaint upon Defendants' attorneys, and afterwards withdrew it, Fol. 135, and being in default on due notice and motion made, Fol. 134 to 136, final judgment was duly entered for Defendant, adjudg-

ing the whole action barred by the said statute of limitations, according to said plea of it, Fol. 137.

The judgment itself shows that the issue joined by the demurrer was duly brought to trial before the Court at the June term of the said Circuit Court for 1884, and said decision thereon made at the same term, 1884. Fol. 137.

ARGUMENT:

It will be seen by the foregoing statement that the obvious purpose of the Plaintiffs, in serving and filing their amended complaint, as set out, was if possible, to take their case out of the statute of limitations, plead in bar. But their amended pleading in addition to all its other defects, comes manifestly, short of this object. It did not cover the period prior to March 1, 1873, in which all their causes of action had not only accrued and the statute of limitations commenced to run, but in which, on most all of them, had been running a very long time. That where the statute of limitations, as here, has commenced, to run, it will not stop, is as well settled a proposition of law as can be found. That the statute under which this defense is made is valid, is a part of the established law of this Court, Koshkonong vs. Burton, 104 U. S. 668, and that having commenced to run it does not stop, McDonald vs. Hovey 110 U. S. 619, Hogan vs. Kurtz, 94 id. 773, Harris vs. McGovern 99 id. 161, Sams Admx. vs. Stein id. 53 Wis. 569, fully confirm. Swearingen vs Roberson 59 Wis. 462

In Woods on Limitation of Actions, the author's statement of the law applicable to this case, Sec. 6 is: "One of the most important and universal rules, (which is not however without exception) is, that time, when it has once commenced to run in any case, will not cease

to do so by reason of any subsequent event which is not within the saving of the statute. "Note 1 there cites numerous authorities in support of this proposition. The exception above referred to, we believe, is, that in a period of war, as the Courts are not open to the belligerents, the statute does not run as to them, Adgar vs. Alston 15 Wal. 555.

We believe that this rule of law, here invoked, fully disposes of this case, and sustains the judgment of the Court below.

But if further discussion is deemed necessary, we refer the Court to our brief in No. 197, Amy et. al. vs. Watertown, which precedes this case.

DANIEL HALL and GEO. W. BIRD,
Attorneys for Defendant in Error.